

INTERCONNECTION, RESALE AND/OR UNBUNDLING AGREEMENT

Effective as of **[DATE]**

By and between

CENTURYTEL OF **[appropriate entity name]**

AND

[CLEC FULL NAME]

FOR THE STATE **[COMMONWEALTH]** OF
[NAME OF STATE/COMMONWEALTH]

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AGREEMENT

PREFACE & RECITALS

This Interconnection, Resale and/or Unbundling Agreement (the "Agreement"), is by and between [insert appropriate CenturyTel entity name], with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and [FULL CLEC NAME], in its capacity as a certified provider of local wireline Telecommunications Service ("[SHORT CLEC NAME/**CLEC]"), with its address for this Agreement at [insert CLEC's address] (CenturyTel and **CLEC being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of [insert name of state] only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their Telecommunications Services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of specific Unbundled Network Elements (UNEs);

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyTel and **CLEC hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective End User Customers, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by **CLEC of certain Telecommunications Services provided by CenturyTel in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.* This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's rates and cost recovery that may be covered in this Agreement. **CLEC agrees to accept these terms and conditions with CenturyTel based on this Agreement as reciprocal where applicable.

2.0 INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyTel's provision of services and/or facilities to **CLEC, such terms are intended to apply only to the extent required by Applicable Law.

3.0 SCOPE OF THE AGREEMENT

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Resale
Article V:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article VI:	Access to Unbundled Network Elements (UNEs)
Article VII:	Specific Terms for xDSL-capable UNE Loops

Article VIII: Maintenance

Article IX: Additional Services (NP; Access to Poles, Ducts,
Conduit & ROWs; 911/E911; Directory
Service & Distribution; Collocation)

Article X: Access to Operations Support Systems (OSS)

Article XI: Pricing

Signature Page

The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyTel to **CLEC.

ARTICLE II: DEFINITIONS

1.0 GENERAL RULES

- 1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.
- 1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.
- 1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.
- 1.6 The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2.0 DEFINITIONS

2.1 Access Service Request (ASR)

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.

2.2 Access Tandem Switch

A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.

2.3 **“Act” or “the Act”**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.*

2.4 **Advanced Services**

“Advanced Services” means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

2.5 **Affiliate**

“Affiliate” shall have the meaning set forth in § 153(1) of the Act.

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **Applicable Law**

All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

2.9 **As-Is Transfer (AIT)**

The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided “as is.”

2.10 **Automated Message Accounting (AMA)**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

2.11 **Automatic Location Identification/Data Management System (ALI/DMS)**

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes, special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

2.12 **“Bill-and-Keep” or “Bill-and-Keep Arrangement”**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

2.13 **Bill Date**

The effective date for which a CenturyTel service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

2.14 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

2.15 **Bona Fide Request (BFR)**

The process **CLEC must use (1) to submit a request to provide access to a Network Element to which CenturyTel is required to provide access on an unbundled basis under Applicable Law, but which Network Element is new, undefined or not available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; (3) when **CLEC requests that CenturyTel provide a Network Element on an unbundled basis that is superior or inferior in quality than those that CenturyTel provides to itself; and (4) to request certain other services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process.

2.16 **Business Day**

Monday through Friday, 8 am to 5 pm Central Standard or Daylight Savings time, except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyTel is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

2.17 **Carrier Identification Code (CIC)**

Four-digit numbers used by End User Customers to reach the services of Interexchange Carriers (IXCs).

2.18 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

2.19 **Central Office Switch**

A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4).

2.20 **CenturyTel Operating Company (CTOC) or CenturyTel**

The single CenturyTel Operating Company in the State that is a Party to this Agreement.

2.21 Intentionally left blank

2.22 **CenturyTel Service Guide**

The CenturyTel Service Guide is a document that contains CenturyTel's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. Except as specifically provided otherwise in this Agreement, CenturyTel's processes for service ordering, provisioning, billing, maintenance, trouble reporting and repair shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.

2.23 **Certificate of Operating Authority**

A certification by the State Commission that **CLEC has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyTel's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

2.24 **CLASS**

An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-

translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

2.25 **CLEC Profile**

A CenturyTel form required to be completed and submitted to CenturyTel by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyTel's network, requesting unbundled access to CenturyTel's Network Elements, or the ability to initiate any order submission to CenturyTel. Among other things, a Telecommunication Carrier is required to provide CenturyTel, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.26 **CLLI Codes**

Common Language Location Identifier Codes.

2.27 **Collocation**

An arrangement whereby a requesting Telecommunications Carrier may locate equipment necessary for Interconnection or access to Unbundled Network Elements at CenturyTel Central Offices for the purposes of interconnecting with CenturyTel's network or for accessing CenturyTel's Unbundled Network Elements pursuant to the interconnection obligations under the Act as codified in 47 C.F.R., Part 51.

2.28 **Commission**

The State Public Service or Public Utility Commission, as applicable.

2.29 **Common Channel Signaling (CCS)**

A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

2.30 **Competitive Local Exchange Carrier (CLEC)**

A "Local Exchange Carrier," as defined in § 153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.31 **Contract Year**

A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

2.32 **Conversation Time**

The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.33 **Copper Loop**

A stand-alone Local Loop comprised entirely of copper wire or copper cable. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

2.34 **Currently Available**

Existing as part of CenturyTel's network at the time of a requested order or service. Currently Available does not include any service, Network Element, facility, feature, function or capability that CenturyTel either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide on a resold or unbundled basis under Applicable Law.

2.35 **Customer Proprietary Network Information (CPNI)**

"Customer Proprietary Network Information" or "CPNI" shall have the meaning set forth in 47 U.S.C. § 222.

2.36 **Customer Service Record (CSR)**

A record detailing the services to which an End User Customer subscribes from its telecommunications provider(s).

2.37 **Customer Service Record Search**

A process requested by CLEC prior to account conversion from CenturyTel or from another CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained proper authorization from the End User Customer prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

2.38 **Dark Fiber**

Fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying a Telecommunications Service.

2.39 **Dark Fiber Dedicated Transport**

CenturyTel's unactivated optical interoffice transmission facilities, dedicated to **CLEC, that are within CenturyTel's network and connect CenturyTel switches or Wire Centers within the same LATA and State. Dark Fiber Dedicated Transport does not include transmission facilities between the CenturyTel network and **CLEC's network or the location of **CLEC's equipment.

2.40 **Dedicated Transport**

A transmission path between one of CenturyTel's Wire Centers or switches and another of CenturyTel's Wire Centers or switches within the same LATA and State.

2.41 **Disconnect Supervision**

An on-hook supervisory signal end at the completion of a call.

2.42 **Disputed Amounts**

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

2.43 **DS-1**

A service having a total digital signal speed of 1.544 Mbps.

2.44 **DS1 Dedicated Transport**

CenturyTel interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.

2.45 **DS-3**

A service having a total digital signal speed of 44.736 Mbps.

2.46 **DS3 Dedicated Transport**

CenturyTel interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

2.47 **E-911 Service**

An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed

transfer, caller routing and location information, and/or ALI and is used to route 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.

2.48 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new **CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

2.49 **Electronic File Transfer (EFT)**

A system or process that utilizes an electronic format and protocol to send/receive data files.

2.50 **End Office**

The telephone company office from which the End User receives exchange service.

2.51 **End Office Switch**

A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

2.52 **“End User” or “End User Customer”**

Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.53 **Enhanced Service Provider (ESP)**

A provider of enhanced services as those services are defined in 47 C.F.R. § 64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

2.54 **Entrance Facility**

Special Access circuit(s) that connects CenturyTel's network and **CLEC's network or the location of **CLEC's equipment. For example, an Entrance Facility is transmission facility that provides telecommunications between CenturyTel's switches or Wire Centers and **CLEC's switches, Wire Centers or equipment locations.

2.55 **Exchange Access**

Exchange Access shall have the meaning set forth in § 153(16) the Act.

2.56 **Exchange Message Interface (EMI)**

An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

2.57 **Intentionally left blank.**

2.58 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.

2.59 **FCC**

The Federal Communications Commission.

2.60 **Federal Universal Service Charge (FUSC)**

An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

2.61 **Federal Universal Service Fund (FUSF)**

A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

2.62 **Foreign Exchange (FX)**

Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the customer is physically located. Examples of this type of service include, but

are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

2.63 **HDSL Electronics**

High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of capacity over a four-wire loop of two copper pairs.

2.64 **Hybrid Loop**

A hybrid loop is a Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.65 **Incumbent Local Exchange Carrier (ILEC)**

An "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning set forth in 47 U.S.C. § 251(h).

2.66 **Indirect Network Connection**

A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

2.67 **Information Access**

Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

2.68 **Information Access Traffic**

Traffic delivered to or from an Information Service Provider for the provision of Information Service.

2.69 **Information Service Provider**

A provider of Information Service, as that term is defined in 47 U.S.C. § 153(20). Information Service Provider includes, but is not limited to, Internet Service Provider (ISP).

2.70 **Initial Service Order**

An order submitted by **CLEC to CenturyTel initially ordering an unbundled loop, port or other service required by this Agreement.

2.71 **Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring is wiring within the customer premise that is owned or controlled by CenturyTel that extends to the point of demarcation of CenturyTel's outside plant. The point of demarcation shall have the meaning set forth in 47 C.F.R. § 68.105..

2.72 **Intellectual Property**

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissues, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.73 **Intellectual Property Claim**

For purposes of this Agreement, "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

2.74 **Interconnection**

"Interconnection" shall have the meaning set forth in 47 U.S.C. § 251(c)(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

2.75 **Interconnection Facility**

The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2.76 **Interexchange Carrier (IXC)**

A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

2.77 **InterLATA Toll Traffic**

Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

2.78 **Internet Service Provider (ISP)**

An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.79 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyTel Local Calling Area as defined CenturyTel's local exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.80 **IP-Enabled Voice Traffic**

IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and voice traffic originated on the PSTN, and which terminates on IPC, and voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

2.81 **ISDN User Part (ISUP)**

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.82 **ISP-Bound Traffic**

Traffic delivered to or from an Internet Service Provider (ISP).

2.83 **Jointly-Provided Switched Access Service Traffic**

Traffic where both CenturyTel's network and **CLEC's network are used to originate Switched Access Service traffic by one of the Party's End User Customers to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyTel's network and **CLEC's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End User Customers.

2.84 **Line Side**

Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a main distribution frame (MDF) and a switch line card. Line side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.

2.85 **Local Access and Transport Area (LATA)**

“Local Access and Transport Area” or “LATA” shall have the meaning set forth in § 153(25) of the Act.

2.86 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel’s local exchange tariffs.

2.87 **Local Exchange Carrier (LEC)**

“Local Exchange Carrier” or “LEC” shall have the meaning set forth in § 153(26) of the Act.

2.88 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

2.89 **Local Traffic**

For purposes of Article V of this Agreement, Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyTel’s local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as “optional EAS”. Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area. Local Traffic includes IP-Enabled Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyTel Local Calling Area.

2.90 **“Local Interconnection Trunk” or “Local Interconnection Trunk Groups”**

One-way or two-way trunks or trunk groups used to carry Local Traffic.

2.91 **Local Loop**

A transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an End User Customer's premises.

2.92 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to establish, add, change or disconnect local Telecommunications Services and Unbundled Network Elements for the purpose of providing competitive local Telecommunications Services.

2.93 **Loop Facility Charge**

An additional charge applied to all LSRs when fieldwork is required to provide unbundled loop service. Loop Facility Charge is applied on a per LSR basis.

2.94 **Main Distribution Frame (MDF)**

A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

2.95 **Mass Calling Trunks**

Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

2.96 **Meet Point**

A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

2.97 **"Meet Point Billing (MPB)" or "Meet Point Billing Arrangement"**

Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the applicable access tariffs.

2.98 **"Mid-Span Fiber Meet" or "Fiber Meet"**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic. The

“point” of Interconnection for purposes of Sections 251(c)(2) and 251(c)(3) remains on the Local Exchange Carrier’s network.

2.99 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

2.100 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

2.101 **National Security Emergency Procedures (NSEP)**

Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

2.102 **Network Element**

“Network Element” shall have the meaning set forth in § 153(29) of the Act.

2.103 **Network Interface Device (NID)**

A stand-alone Network Element defined as any means of interconnecting customer premises wiring to CenturyTel’s distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector which establishes the demarcation point between the loop (inclusive of the NID) and the End User Customer’s Inside Wire pursuant to 47 CFR 68.105. Except in multi-unit tenant properties where CenturyTel owns and maintains control over Inside Wire within a building, maintenance and control of the End User Customer’s Inside Wiring (*i.e.*, on the End User Customer’s side of the NID) is under the control of the End User Customer. For purposes of this definition, the phrase

“End User Customer Access Side of the NID” is descriptive and does not convey any ownership or usage rights.

2.104 **911 Service**

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

2.105 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

2.106 **Number Portability (NP)**

The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

2.107 **Numbering Plan Area (NPA)**

Also sometimes referred to as an “area code,” an NPA is the three-digit indicator, which is defined by the “A”, “B”, and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA: “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.108 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

2.109 **Operations Support Systems (OSS)**

The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyTel's databases and information.

2.110 **Optional EAS Traffic**

Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

2.111 **"Packet Switching" or "Packet Switched"**

"Packet Switching" or "Packet Switched" refers to the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User Customer's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

2.112 **Party or Parties**

"Party" shall mean CenturyTel or **CLEC depending on the context. "Parties" refers collectively to both CenturyTel and **CLEC.

2.113 **Percentage Local Use (PLU)**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyTel's effective Tariff(s).

2.114 **Physical Collocation**

Physical Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

- (1) Place its own equipment to be used for Interconnection or access to Unbundled Network Elements within or upon an ILEC's Premises;

- (2) Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service;
- (3) Enter those premises, subject to reasonable terms and conditions, to install, maintain, and repair equipment necessary for Interconnection or access to Unbundled Elements;
- (4) Obtain reasonable amounts of space in an ILEC's Premises, as provided in this part, for the equipment necessary for Interconnection or access to Unbundled Elements, allocated on a first-come, first-served basis.

2.115 **Point of Interconnection (POI)**

A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between **CLEC and CenturyTel for the interconnection of their respective networks.

2.116 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related facilities or equipment to provide services in accordance with the terms and conditions of this Agreement.

2.117 **Premises**

Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

2.118 **Public Safety Answering Point (PSAP)**

A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.

2.119 **Rate Center**

The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for purpose of the application of interstate Tariffs. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive End User traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.120 **Rating Point**

The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

2.121 **Reciprocal Compensation**

Compensation paid or provided under 47 U.S.C. § 251(b)(5).

2.122 **Remote End Office Switch**

A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

2.123 **"Repeatedly delinquent"**

As used in Article III, "repeatedly delinquent" shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period..

2.124 **Reverse Collocation**

Arrangements in which CenturyTel collocates its equipment at a **CLEC's Premises, or in a common location outside of its own Central Office, for purposes of Interconnection.

2.125 **Right-of-Way (ROW)**

The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private

property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.126 Routine Network Modifications

A Routine Network Modification is an activity that CenturyTel regularly undertakes for its own customers.

- (a) For purposes of UNE loops, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyTel ordinarily attaches to a loop to activate such loop for its own customer. Routine Network Modifications may also include activities needed to enable **CLEC to obtain access to Dark Fiber. Routine Network Modifications may also entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- (b) For purposes of UNE Dedicated Transport, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; or performing activities needed to enable **CLEC to light a Dark Fiber transport facility. Routine Network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

Routine Network Modifications do not include: the construction of a new loop or new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform these and other similar activities for **CLEC.

2.127 Routing Point

Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by

the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

2.128 **Selective Router (SR)**

A device that routes E911 calls to the appropriate PSAP based on the caller's location.

2.129 **Service Affecting**

A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User Customer in immediate or imminent risk of not being able to use the service to which that End User Customer subscribes.

2.130 **"Service Switching Point" or "Signal Switching Point" (SSP)**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.131 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.132 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.

2.133 **Stand-Alone Fiber Loop**

A facility connecting an End User Customer premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. A Stand-Alone Fiber Loop is also known as a "home run" fiber loop.

2.134 **State**

As used in this Agreement, "State" shall refer to the state in which services are to be provided under this Agreement. For purposes of this Agreement, "State" shall mean the State of **[insert name of State]**.

2.135 **Subsequent Service Order**

An order submitted by **CLEC to CenturyTel via requesting a change to a pending service order.

2.136 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

2.137 **Switched Access Services**

The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

2.138 **Synchronous Optical Network (SONET)**

An optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

2.139 **"Tandem" or "Tandem Switch" or "Tandem Office Switch"**

Tandem means to connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.140 **Tariff**

Any applicable Federal or state tariff of a Party, as amended from time-to-time.

2.141 **"TDM" or "TDM Technology" or "Time Division Multiplexing"**

A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (*e.g.*, voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

2.142 **Technically Feasible**

Interconnection, access to Unbundled Network Elements, collocation and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or

operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.

2.143 **Telcordia Technologies**

A wholly-owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

2.144 **Telecommunications**

“Telecommunications” shall have the meaning set forth in § 153(43) of the Act.

2.145 **Telecommunications Carrier**

“Telecommunications Carrier” shall have the meaning set forth in § 153(44) of the Act. This definition includes CMRS providers, IXC's and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

2.146 **Telecommunications Equipment**

“Telecommunications Equipment” shall have the meaning set forth in § 153(45) of the Act.

2.147 **Telecommunications Service**

“Telecommunications Service” shall have the meaning set forth in § 153(46) of the Act.

2.148 **Telecommunications Service Priority (TSP)**

A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following.

2.149 **Telephone Exchange Service**

“Telephone Exchange Service” shall have the meaning set forth in § 153(47) of the Act.

2.150 **“Telephone Toll” or “Telephone Toll Service”**

“Telephone Toll” or “Telephone Toll Service” is telephone service between stations in different exchange areas. Telephone Toll traffic can be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic” depending on whether the originating and terminating points are within the same LATA.

2.151 **Third Party Originating Carrier**

**CLEC, when it sends traffic originated by its End User Customers to CenturyTel’s End User Customers via an Alternate Tandem Provider, or CenturyTel, when it sends traffic originated by its End User Customers to **CLEC’s End User Customers via an Alternate Tandem Provider.

2.152 **Third Party Terminating Carrier**

CenturyTel, when traffic is terminated to it by **CLEC via an Alternate Tandem Provider, or **CLEC, when traffic from CenturyTel is terminated to **CLEC via an Alternative Tandem Provider.

2.153 **Time and Material Charges**

Time and Materials Charges are charges for non-standard or individual-case-basis work requested by **CLEC. “Time” charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. “Material” charges are for the cost of items required to fulfill the job requirements.

2.154 **Transit Service**

A switching and transport function which allows one Party to send Transit Traffic to the other Party’s network through a third-party’s Tandem and/or transport facilities, or to a third-party network through the other Party’s Tandem and/or transport facilities.

2.155 **Transit Traffic**

Traffic between the Parties End User Customers that is routed utilizing a third-party Telecommunications Carrier’s local and/or Access Tandem Switch, or between a Party’s End User Customers and a third-party Telecommunications Carrier’s End User Customers (e.g., third-party CLECs, ILECs) that is routed utilizing the other Party’s local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to from, or carried by an Interexchange Carrier (IXC) at any time during the call

2.156 **Trunk Side**

Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.157 **Unbundled Network Element (UNE)**

A Network Element separate from the facility or functionality of other Network Elements available for a separate fee in accordance with 47 U.S.C. § 251(c)(3). Specific references to Unbundled Network Elements or UNEs contained throughout this Agreement are to the Unbundled Network Elements described in Article VI (UNEs) of this Agreement.

2.158 **Vertical Features (including CLASS Features)**

Features, functions and capabilities provided through operation of hardware and software comprising a switch.

2.159 **Virtual Collocation**

Virtual Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

- (1) Designate or specify equipment to be used for Interconnection or access to Unbundled Network Elements to be located within or upon an ILEC's Premises, and dedicated to such Telecommunications Carrier's use;
- (2) Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service; and
- (3) Electronically monitor and control its communications channels terminating in such equipment.

2.160 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a **CLEC's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

2.161 **Website**

As used in this agreement, Website shall mean:
www.centurytel.com/wholesaleservices

2.162 **Wire Center**

The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

ARTICLE III: GENERAL TERMS & CONDITIONS

I.

GENERAL TERMS & CONDITIONS

REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW

1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

2.0 EFFECTIVE DATE, TERM & TERMINATION

- 2.1 Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new **CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 2.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.
- 2.3 Notice of Termination. Either **CLEC or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either **CLEC or CenturyTel may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.
- 2.4 Effect on Termination of Negotiating Successor Agreement. If either **CLEC or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either **CLEC or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between **CLEC and CenturyTel; or, (b) the date 180 calendar days

after the date of termination identified in the Notice of Termination. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).

- 2.5 Termination and Post-Termination Continuation of Services. If either **CLEC or CenturyTel provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither **CLEC nor CenturyTel has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyTel under this Agreement at the time of termination will be terminated. **CLEC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by **CLEC. If **CLEC elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by **CLEC under Section 252(i).
- 2.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; *provided, however*, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyTel's notice to **CLEC of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.
- "Default" is defined to include:
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) The revocation by the Commission of a Party's Certificate of Operating Authority, or
 - (c) A Party's violation of any material term or condition of the Agreement; or
 - (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.
- 2.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion

thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

2.9 Predecessor Agreements.

2.9.1 Except as stated in Section 2.9.2 or as otherwise agreed in writing by the Parties:

2.9.1.1 any prior interconnection or resale agreement between the Parties for the State of [STATE NAME] pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

2.9.1.2 any services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of [STATE NAME] pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

2.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment

was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

3.0 APPLICABLE LAW

- 3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.
- 3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
 - 3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
 - 3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
 - 3.4.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

- 3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

II. OTHER GENERAL TERMS & CONDITIONS

4.0 AMENDMENTS

Any amendment, modification, deletion or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term “Agreement” shall include any such future amendments, modifications, deletions and supplements.

If a change in Applicable Law requires CenturyTel, pursuant to Section 12.2, to offer a new service under this Agreement, **CLEC may submit a written request to CenturyTel to amend this Agreement to add terms and conditions for the provision of the new service using either of the following options:

- 4.1 Option 1: CenturyTel will provide **CLEC with a form “Attachment” that will amend the Agreement. This Attachment will identify the specific terms and conditions of the Agreement affected by the change in Applicable Law and will set forth the specific terms and conditions to be amended that are applicable to the new service. CenturyTel also shall submit the executed form Attachment to the Commission for approval as required by 47 U.S.C. § 252(e). **CLEC may begin ordering the new service pursuant to the terms of the Attachment as soon as it executes the amended Attachment.
- 4.2 Option 2: If **CLEC desires to negotiate an amendment to the Agreement with terms and conditions for the new service that are different than those contained in CenturyTel’s form Attachment, **CLEC must send CenturyTel a request to negotiate. The Parties agree to negotiate in good faith the terms and conditions for the new service. Whether the Parties agree to acceptable terms and conditions through negotiations or resolve such terms and conditions through arbitration, the terms and conditions for the new service arrived at through this Option 2

shall not become effective until they are approved by the Commission pursuant to 47 U.S.C. § 252(e).

5.0 ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6.0 ASSURANCE OF PAYMENT

Upon request by CenturyTel, **CLEC shall provide to CenturyTel a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyTel hereunder. **CLEC's failure to provide such deposit or assurance of payment to CenturyTel within thirty (30) calendar days of CenturyTel's request for same shall constitute a default under this Agreement.

- 6.1 When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyTel if **CLEC (a) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyTel, (b) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to **CLEC by CenturyTel, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyTel's estimated two-month charges to **CLEC (including, but not limited to, both recurring and non-recurring charges) using **CLEC's forecast of resale lines, unbundled facilities, interconnection facilities, collocation and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If **CLEC does not provide a forecast of its facility or service demand under this

Agreement, **CLEC shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.

- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of **CLEC if **CLEC is repeatedly delinquent in making its payments, or **CLEC is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to **CLEC's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of **CLEC. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyTel also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if **CLEC's average monthly billing exceeds the estimated two-months billing based on **CLEC's forecasts referenced in Section 6.2 above or if **CLEC has failed to make timely payments in accordance with Section 9.2.
- 6.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyTel's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyTel, or (b) an unconditional, irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyTel from a financial institution acceptable to CenturyTel.
- 6.5 .Intentionally left blank.
- 6.6 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist
- 6.7 Drawing on Deposit/Assurance of Payment. CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to **CLEC in respect of any amounts to be paid by **CLEC hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.
- 6.8 **CLEC's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, upon request by CenturyTel, **CLEC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.9 Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyTel makes a request for a deposit or assurance of payment in accordance with the terms of this Section 6, then CenturyTel shall have no obligation thereafter to perform under this Agreement until such time as **CLEC has provided CenturyTel with such deposit or assurance of payment. The fact

that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve **CLEC from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

7.0 AUDITS

- 7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section 7.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.
- 7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonable competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the

Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

- 7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply the Audited Party's normal security procedures.
- 7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.
- 7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.
- 7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the

billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 19 regarding dispute resolution.

7.2 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyTel and **CLEC shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

8.0 AUTHORIZATION AND AUTHORITY

8.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has

executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and **CLEC has not relied on CenturyTel's counsel or on representations by CenturyTel's personnel not specifically contained in this Agreement, in entering into this Agreement.

- 8.2 CenturyTel represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of [STATE] and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 **CLEC represents and warrants that it is a [CORPORATION] duly organized, validly existing and in good standing under the laws of the State of [STATE], and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.4 **CLEC Certification. Notwithstanding any other provision of this Agreement, CenturyTel shall have no obligation to perform under this Agreement until such time as **CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a **CLEC. **CLEC must represent and warrant to CenturyTel that it is a certified local provider of Telephone Exchange Service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. **CLEC shall not place any orders under this Agreement until it has obtained such authorization. **CLEC shall provide proof of such authorization to CenturyTel upon request.

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), **CLEC and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

- 9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately

available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.

- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.
- 9.4 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyTel's CLEC Service Guide. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both **CLEC and CenturyTel agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.
- 9.4.1 If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.
- 9.5 Effect of Non-Payment.

- 9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. . If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.
- 9.5.2 Notwithstanding 9.5.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves

the right to seek equitable relief, including injunctive relief and specific performance.

- 9.5.3 Notwithstanding 9.5.1 and 9.5.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

- 9.6 Universal Service Fund. In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyTel's End User Customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyTel, **CLEC must provide CenturyTel a signed statement certifying that it is reselling the services provided by CenturyTel in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If **CLEC does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from the provision of service to **CLEC as End User revenues for FUSF contribution purposes and will assess a FUSC on **CLEC's customers.

9.6.1 "Federal Universal Service Charge (FUSC)" means an End-User charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

9.6.2 To comply with FCC rules regarding the funding of Universal Service, **CLEC is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS," provided by CenturyTel in order to obtain an exemption from paying the FUSC to CenturyTel. In addition, **CLEC agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

9.6.3 It is expressly understood and agreed by the Parties that **CLEC's provision to CenturyTel of evidence concerning its making adequate payments into the FUSF, and **CLEC's representations to CenturyTel in connection therewith, are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

10.0 BONA FIDE REQUEST (BFR)

- 10.1 Intent. The Bona Fide Request (BFR) process is the process through which **CLEC may request: (1) access to a Network Element CenturyTel is required to provide under Applicable Law, but such Network Element is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (2) access to facilities and equipment that are not Currently Available, or to UNEs that are superior or inferior in quality than those that CenturyTel provides to itself; and (3) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process. Notwithstanding anything to the contrary in this Agreement, CenturyTel shall only be required to provide UNEs and/or other arrangements and services that CenturyTel is otherwise obligated to provide under Applicable Law through the BFR process. While CenturyTel may permit **CLEC to submit BFR requests for Network Elements, arrangements or services that CenturyTel is not obligated under Applicable Law to provide, CenturyTel is not required to provide such Network Elements, arrangements or services, and CenturyTel may elect or decline to provide same at its sole discretion.
- 10.2 Process.
- 10.2.1 BFR Request. **CLEC shall submit to CenturyTel a written BFR application ("Request"), in a form to be provided by CenturyTel and as found within the CenturyTel Service Guide. In such Request, **CLEC shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyTel has sufficient information to analyze and prepare a response.
- 10.2.2 Cancellation of Request. **CLEC may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyTel will then cease analysis and/or development of the Request. However, **CLEC will pay CenturyTel its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyTel receives **CLEC's notice of cancellation.
- 10.2.3 Acknowledgment of Complete and Accurate Request. CenturyTel shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyTel's receipt of a Request. In such written acknowledgement, CenturyTel will advise **CLEC of any additional information needed for a complete and accurate Request. **CLEC acknowledges that the time intervals set forth hereafter in this Section 10 begin only once CenturyTel has determined that it has received a complete and accurate Request.

- 10.2.4 Preliminary Analysis. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate Request, indicating whether or not CenturyTel will approve or deny the Request (“Preliminary Analysis”). If CenturyTel denies **CLEC’s Request, the Preliminary Analysis will provide the reason(s) for such denial (e.g., the requested access, arrangement or service is not technically feasible; CenturyTel is not required to provide the requested access, arrangement or service under Applicable Law; facilities necessary to provide the requested access, arrangement or service are not Currently Available, etc.).
- 10.2.5 **CLEC’s Written Authorization. Following receipt of the Preliminary Analysis, **CLEC may accept or reject CenturyTel’s Preliminary Analysis, at its discretion. If **CLEC accepts CenturyTel’s Preliminary Analysis, **CLEC must accept the Preliminary Analysis in writing, providing written authorization to CenturyTel to develop access to the requested Network Element, arrangement or service and to develop the terms, conditions and final pricing of the same (“Final Quote”). **CLEC must provide such written acceptance and authorization within thirty (30) calendar days of its receipt of the Preliminary Analysis or **CLEC’s Request will be deemed to be cancelled.
- 10.2.6 Final Quote. Upon receiving **CLEC’s written acceptance and authorization of the Preliminary Analysis, CenturyTel will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals, BFR development and processing costs and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. CenturyTel shall provide the Final Quote within ninety (90) calendar days of receiving **CLEC’s written acceptance and authorization to the Preliminary Analysis. The tentative availability date is dependent on when **CLEC accepts the Final Quote, thus allowing CenturyTel to proceed with developing and implementing the BFR. CenturyTel shall make commercially reasonable efforts to provide an availability date that is within ninety (90) calendar days from the date it receives **CLEC’s written Final Acceptance as described below in Section 10.2.7. If CenturyTel cannot complete the BFR using reasonable efforts within ninety (90) calendar days of receiving **CLEC’s Final Acceptance, CenturyTel will inform **CLEC, and **CLEC and CenturyTel will then determine a mutually agreeable availability date.
- 10.2.7 Final Acceptance. Within thirty (30) calendar days of its receipt of the Final Quote, **CLEC must either (i) confirm or cancel its Request pursuant to the terms and conditions of the Final Quote (“Final Acceptance”), or (ii) submit any disputed issues with the Final Quote for

dispute resolution pursuant to Section 20. If **CLEC confirms and authorizes the implementation of the requested service as outlined in the Final Quote, **CLEC shall do so in writing and shall pay to CenturyTel fifty percent (50%) of the costs set forth in the Final Quote. CenturyTel shall then proceed with developing and providing the service requested via BFR. **CLEC shall pay to CenturyTel the other fifty percent (50%) of the costs set forth in the Final Quote upon delivery of the service requested via BFR.

- 10.2.8 Unless otherwise agreed, all proposed prices for the service requested via BFR shall be consistent with the pricing principles set forth in the Act.

11.0 CAPACITY PLANNING AND FORECASTS

Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, UNEs, number portability and interconnection services. CenturyTel may delay processing **CLEC service orders should **CLEC not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

- 11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 11.2 **CLEC will furnish to CenturyTel information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. If during the Term of this Agreement, **CLEC desires to offer services in a CenturyTel local calling area for which **CLEC has not previously submitted a forecast, **CLEC shall submit a revised statewide annual forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. **CLEC shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyTel local calling area.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article V (Interconnection).
- 11.4 **CLEC shall notify CenturyTel promptly of any changes in **CLEC's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). **CLEC orders that exceed its forecast shall only be filled by CenturyTel to the extent that requested capacity is Currently Available.

- 11.5 CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory **CLEC fill rates in previously ordered capacity, or on **CLEC payment for all of the additional capacity absent satisfactory fill rates.
- 11.6 CenturyTel reserves the right to assess **CLEC a stranded plant/facility or discontinued service order charge for capacity forecast by **CLEC but not used by **CLEC within six (6) months after a forecast period to the extent that CenturyTel built the plant/facility based on **CLEC's order.

12.0 CHANGES IN LAW

Except as provided in Section 12.3 below, the terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

- 12.1 Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to **CLEC under this Agreement, then CenturyTel may discontinue the provision of any such service, facility, payment or benefit. CenturyTel will provide thirty (30) calendar days prior written notice to **CLEC of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law. If **CLEC disputes CenturyTel's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyTel's written notice to **CLEC or the date specified by Applicable Law, whichever applies.
- 12.2 Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is required by such change in Applicable Law to provide a service not already provided to **CLEC under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and

conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20.

- 12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 12.3 applies shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

- 13.1 **CLEC shall not place any orders under this Agreement until it has completed and submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel and, if required by CenturyTel, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, **CLEC will provide to CenturyTel its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. **CLEC will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.
- 13.2 Certificate of Operating Authority. **CLEC must represent and warrant to CenturyTel that it is a certified provider of local Telephone Exchange Service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

14.0 CONFIDENTIAL INFORMATION

- 14.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, pre-orders, and all orders for services or UNEs placed by **CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of **CLEC End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to **CLEC End User Customers, whether disclosed by **CLEC to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential Information.

14.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To promptly return any copies of such Confidential Information to the source at its request;
- (f) To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and
- (g) Subject to the exceptions in Section 14.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to

the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15.0 CONSENT

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

16.0 CONTACTS BETWEEN THE PARTIES

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide") as amended and updated from time to time. The Guide is provided to **CLEC on CenturyTel's Website, and any updates also will be provided on the Website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyTel's CLEC Service Center (via an 800#) that **CLEC may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Guide will provide **CLEC with contact information for the personnel and/or organizations within CenturyTel capable of assisting **CLEC with inquiries regarding the ordering, provisioning and billing of interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom **CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

17.0 CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, **CLEC shall provide the exclusive interface with **CLEC's End User Customers in connection with the marketing or offering of **CLEC services. Except as otherwise provided in this Agreement, in those instances where CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyTel. Nothing in this section shall require CenturyTel to repaint trucks or other equipment, or to remove, hide or cover logos or other identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyTel or CenturyTel personnel to effect service calls.

18.0 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.0 DISCONTINUANCE OF SERVICE BY **CLEC ("SNAP-BACK PROVISION")

- 19.1 If **CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, **CLEC shall send written notice of such discontinuation to CenturyTel, the Commission, and each of **CLEC's customers. **CLEC shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) calendar days, to the extent commercially feasible, **CLEC shall send such notice at least thirty (30) calendar days prior to its discontinuation of service. Should **CLEC fail to provide notice pursuant to this provision, CenturyTel shall have the right to send such notice and to discuss service discontinuance and election of a replacement carrier with **CLEC's customers.
- 19.2 Such notice must advise each **CLEC customer that, unless action is taken by the **CLEC customer to switch to a different carrier prior to **CLEC's proposed discontinuation of service, the **CLEC customer will be without the service provided by **CLEC to the **CLEC customer.
- 19.3 Should a **CLEC customer subsequently become a CenturyTel customer, **CLEC shall provide CenturyTel with all information necessary for CenturyTel to establish service for the **CLEC customer, including, but not limited to, the CLEC customer's billed name, listed name, service address, and billing address, and the services being provided to the **CLEC customer.
- 19.4 Nothing in this Section 19 shall limit CenturyTel's right to cancel or terminate this Agreement under Section 2 or to suspend provision of services under Section 9 of this Agreement.

20.0 DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes.

- 20.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 20.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 20.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. The arbitration may be submitted to the Commission upon mutual agreement of the Parties. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.
- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may

submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) of the following (none of which may have subparts): interrogatories; demands to produce documents; or requests for admission. Each Party is also entitled to take the oral deposition of up to three (3) individuals of another Party. Unless otherwise mutually agreed by the Parties, the Party of the deponent shall select the time and location for each such deposition. (The Party selecting the time and location of a deposition shall do so with reasonable accommodation of the other Party's schedule and without causing the other Party unduly burdensome travel costs. In any event, it shall be deemed reasonable to select as the location for the deposition the city where the deponent resides and/or works.) Each Party shall bear its own travel expenses incurred to participate in such depositions. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

(b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction. If post-arbitration enforcement efforts must be undertaken due to a Party's failure to render the award by the date due, the defaulting Party will reimburse the other Party any and all costs associated with collection of such a debt including but not limited to legal and court costs.

(c) Notwithstanding (b) above, a Party may appeal a judgment provided that the Party must place any amounts awarded into an interest-bearing escrow account pending the outcome of the appeal. An appeal filed prior to the date an award is due shall not be considered a default that triggers the reimbursement provision of (b) above so long as the required escrow has been made as well.

- 20.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 20.2 is alleged to constitute a Service Affecting dispute, then the period for resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be ten (10) Business Days. Once a Service Affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial

Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57).

- 20.5 Costs. Except for 20.3 (b) above, each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 20.6 Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 9) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyTel reserves the right not to accept new **CLEC service orders.

21.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

22.0 EXPENSES

- 22.1 In performing under this Agreement, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel is entitled to reimbursement from **CLEC for all such costs. For all such costs and expenses, CenturyTel shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. If **CLEC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyTel will provide a quote to **CLEC in a timely manner and **CLEC must agree to accept the quoted charges prior to CenturyTel's initiation of work.
- 22.2 Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 FORCE MAJEURE

- 23.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.
- 23.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 23. Notwithstanding the provisions of Section 23.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 24.3 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

24.0 FRAUD

**CLEC assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyTel will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, **CLEC's account in cases of fraud.

25.0 GOOD FAITH PERFORMANCE

- 25.1 The Parties shall act in good faith in the performance of their obligations under this Agreement.
- 25.2 Performance Issues. In the spirit of good faith and upon request by either Party, the Parties agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services

and ancillary functions provided under this Agreement; (iii) and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

26.0 HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

27.0 INTELLECTUAL PROPERTY

- 27.1 **CLEC acknowledges that its right under this Agreement to interconnect with CenturyTel's network and to unbundle and/or combine CenturyTel's Unbundled Network Elements (including combining with **CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 27.2 **CLEC acknowledges that services and facilities to be provided by CenturyTel hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 27.3 Upon written request by **CLEC, CenturyTel will use commercially reasonable efforts to procure rights or licenses to allow CenturyTel to use Intellectual Property and other rights of third parties to provide interconnection, UNEs, services and facilities to **CLEC ("Additional Rights and Licenses"). **CLEC shall promptly reimburse CenturyTel for all costs incurred by CenturyTel and/or CenturyTel's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyTel or any CenturyTel Affiliate. CenturyTel shall have the right to obtain reasonable assurances of such prompt reimbursement by **CLEC prior to the execution by CenturyTel or any CenturyTel Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event **CLEC fails to promptly reimburse CenturyTel for any such cost, then, in addition to other remedies available to CenturyTel under this Agreement, CenturyTel shall have no obligation to provide to **CLEC any Unbundled Network Element, product, service or facility to which such Additional Rights

and Licenses relate. In the event any Unbundled Network Element to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyTel, CenturyTel's Affiliates and **CLEC, CenturyTel shall reasonably apportion among **CLEC and such non-CenturyTel carriers, on a prospective basis only, the costs incurred by CenturyTel and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

- 27.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 27.6 For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.
- 27.7 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 27.8 Except as provided in Section 27.3 and/or Section 30.1, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 27.9 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT

THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.0 LAW ENFORCEMENT

- 28.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- 28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyTel agrees to work jointly with **CLEC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. **CLEC shall be responsible for and shall be billed for any charges associated with providing such services for **CLEC's End User Customers.
- 28.3 Where CenturyTel receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyTel account, CenturyTel shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.
- 28.3 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

29.0 LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, **CLEC and CenturyTel shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to

view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

- 29.1.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the customer.
- 29.1.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 29.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 29.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyTel Service Guide or otherwise approved in advance by CenturyTel, CenturyTel will not require **CLEC to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if **CLEC submits an order to change service providers or release CPNI where **CLEC has not yet obtained appropriate authorization to change service providers or release CPNI from the customer.

30.0 LIABILITY AND INDEMNIFICATION

- 30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnatee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or

unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, UNEs or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services, UNEs or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other

injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

- 30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.
- 30.3 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.
- 30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to **CLEC by CenturyTel under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.
- 30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF

ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

30.3.3 Section 30.3.1 and Section 30.3.2 do not apply to the following:

- 30.3.3.1 Indemnification under Section 30.1;
- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by **CLEC of any provision relating to **CLEC's access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable CenturyTel Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27 of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45 of this Article III, and/or
- 30.3.3.12 Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of CenturyTel.

In addition to the general limitation of liability in this Section 32, the following shall also limit CenturyTel's liability under this Agreement.

- 30.4.1 Inapplicability of Tariff Liability. CenturyTel's general liability, as described in its local exchange or other Tariffs, does not extend to **CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyTel to **CLEC resulting from any and all causes arising out of services, facilities, UNEs or any

other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall not be liable for any loss, claims, liability or damages asserted by **CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties where **CLEC combines or commingles such components with those components provided by CenturyTel to **CLEC.

30.4.2 **CLEC Tariffs or Contracts. **CLEC shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services, facilities or UNEs obtained from CenturyTel, provide that in no case shall CenturyTel be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by **CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and **CLEC shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, **CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyTel and any of **CLEC's End User Customers, suppliers, agents, employees, or any other third parties.

30.4.3 No Liability for Errors. No Liability for Errors. CenturyTel is not liable for mistakes in CenturyTel's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). **CLEC shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section 30.4.3, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyTel or its employees or agents.

31.0 NETWORK MANAGEMENT

33.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. **CLEC and CenturyTel will exchange appropriate information (e.g., network information, maintenance

contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

31.2 Responsibility for Following Standards. **CLEC recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyTel or any third parties connected with or involved directly in the network or facilities of CenturyTel.

31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of **CLEC connected to CenturyTel's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyTel, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over CenturyTel's facilities or create hazards to the employees of CenturyTel or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If **CLEC causes an Impairment in Service, CenturyTel shall promptly notify **CLEC of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If **CLEC is unable to promptly remedy the Impairment of Service, then CenturyTel may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

31.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyTel hereunder, **CLEC will follow CenturyTel's standard procedures for isolating and clearing the outage or trouble.

32.0 NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

33.0 NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or

network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51.335.

34.0 NOTICES

34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To **CLEC:

Attention: [Notification Contact]

[Address 1]

[Address 2]

[Address 3]

City, State Zip

Telephone Number:

Facsimile Number:

Internet Address: (E-mail)

with a copy to:

To CenturyTel:

Attention: [Notification Contact]

[Address 1]

[Address 2]

[Address 3]

City, State Zip

Telephone Number:

Facsimile Number:

Internet Address: (E-mail)

with a copy to:

Attention: [Notification Contact]
[Address 1]
[Address 2]
[Address 3]
City, State Zip
Telephone Number:
Facsimile Number:
Internet Address: (E-mail)

or to such other address as either Party shall designate by proper notice.

35.0 ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for **CLEC to order non-access services. Unless otherwise provided in the Articles of this Agreement, **CLEC shall use CenturyTel's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyTel's CLEC Service Group personnel. If CenturyTel has not yet developed and/or deployed an electronic capability for **CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, **CLEC shall use such other processes as CenturyTel has made available for performing such transaction(s). If CenturyTel later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by **CLEC for ordering services and any manual, facsimile or email interface will be discontinued.
- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for **CLEC; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.
- 35.3 Standard provisioning intervals will apply to a maximum number of fifty (50) **CLEC orders (LSR, DSR, Porting) per day. **CLEC understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

36.0 POINTS OF CONTACT FOR **CLEC CUSTOMERS

- 36.1 **CLEC shall be the primary point of contact for **CLEC customers. **CLEC shall establish telephone numbers and mailing addresses at which **CLEC's End User Customers may communicate with **CLEC and shall advise **CLEC End User Customers of these telephone numbers and mailing addresses.
- 36.2 Except as otherwise agreed to by CenturyTel, CenturyTel shall have no obligation, and may decline, to accept a communication from a **CLEC customer, including, but not limited to, a **CLEC customer request for repair or maintenance of a CenturyTel service provided to **CLEC.

37.0 PUBLICITY AND USE OF TRADEMARKS

- 37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 37.2 Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, UNEs or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyTel and **CLEC.
- 37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38.0 REFERENCES

- 38.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.
- 38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyTel or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments,

supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39.0 RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.
- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.

- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41.0 STANDARD PRACTICES

- 41.1 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the **CLEC industry which may be added or incorporated by reference in the CenturyTel Service Guide. **CLEC agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement.
- 41.2 All changes to standard practices will be posted on the CenturyTel Website prior to implementation, with email notification of such postings. Email notifications directing **CLEC to CenturyTel's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyTel personnel who may be contacted by **CLEC to provide clarification of the scope of the change and timeline for implementation.

42.0 SUBCONTRACTORS

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

43.0 SUCCESSORS AND ASSIGNS – BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

44.0 SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 14, limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 30), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

45.0 TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, **CLEC is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. **CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, **CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that **CLEC's representations to CenturyTel concerning the status of **CLEC's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

- 45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller

with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a CenturyTel, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 45.2 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

46.0 TBD PRICES

- 46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as “to be determined” or “TBD.” If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered “To Be Determined” (TBD). With respect to all TBD prices, prior to **CLEC ordering any such TBD item, the Parties shall meet and confer to establish a price.
- 46.2 In the event the Parties are unable to agree upon a price for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

47.0 TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, CenturyTel shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this

Agreement shall limit CenturyTel's ability to modify its network through the incorporation of new equipment or software or otherwise. **CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

48.0 TERRITORY

- 48.1 This Agreement applies to the territory in which CenturyTel operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of [STATE]. CenturyTel shall be obligated to provide services under this Agreement only within this territory.
- 48.2 Notwithstanding any other provision of this Agreement, CenturyTel may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 2.7 of this Article.

49.0 THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

50.0 UNAUTHORIZED CHANGES

- 50.1 Procedures. The terms of Section 1 of Article IX apply to the resolution of any unauthorized changes regarding Number Portability. If **CLEC submits an order for resold services or Unbundled Network Elements under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyTel or another LEC using CenturyTel resold services or Unbundled Network Elements, and the End User Customer notifies CenturyTel that the End User Customer did not authorize **CLEC to provide local Telephone Exchange Services to the End User Customer, **CLEC must provide CenturyTel with written documentation of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyTel. If **CLEC cannot provide written documentation of authorization within such time frame, **CLEC must, within three (3) Business Days thereafter:

- (a) direct CenturyTel to change the End User Customer back to the LEC providing service to the End User Customer before the change to **CLEC was made;

(b) provide any End User Customer information and billing records **CLEC has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and

(c) notify the End User Customer and CenturyTel that the change back to the previous LEC has been made.

50.2 CenturyTel will bill **CLEC fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyTel for switching the End User Customer back to the original LEC.

51.0 USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

52.0 WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

53.0 WITHDRAWAL OF SERVICES

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyTel may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) calendar days prior written notice to **CLEC.

ARTICLE IV: RESALE

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Article describes services that CenturyTel will make available to **CLEC for resale. All services or offerings of CenturyTel, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Articles II & III, and Applicable Law. CenturyTel shall make available to **CLEC for resale any Telecommunications Services that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyTel to its retail End User Customers via its applicable retail tariff (hereinafter, "resold services").
- 1.2 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if **CLEC requests that facilities be constructed or enhanced to provide resold services, CenturyTel will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyTel's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyTel will develop and provide to **CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyTel retail End User Customers. If the quote is accepted by **CLEC, **CLEC will be billed the quoted price and construction will commence after receipt of payment.
- 1.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed by the CenturyTel Service Guide.
- 1.4 CenturyTel and its suppliers shall retain all of their rights, title and interest in all facilities, equipment, software, information, and wiring, used to provide **CLEC with resold services under this Agreement.
- 1.5 CenturyTel shall have access at all reasonable times to **CLEC customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. **CLEC shall, at **CLEC's expense, obtain any rights and/or authorizations necessary for such access.
- 1.6 Except as otherwise agreed to in writing by CenturyTel, CenturyTel shall not be responsible for the installation, inspection, repair, maintenance, or removal, of

facilities, equipment, software, or wiring provided by **CLEC or **CLEC's End User Customers for use with any resold services.

2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, *et seq.*, to process End User selection of primary local exchange carriers. Neither Party shall require a written Letter of Authorization (LOA) in order to process the required service orders to effectuate the migration, but instead shall follow the Blanket LOA procedures set forth in Article III, Section 31.
- 2.2 Customer-Initiated Change in Provider. The Parties shall comply with all applicable Commission rules regarding switching End User Customers from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an End User Customer's local service provider.
 - 2.2.1 When an End User Customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User Customer's direction or the direction of the End User Customer's authorized agent.
- 2.3 End User Customers with An Unpaid Balance. If an End User Customer has an unpaid balance with CenturyTel, CenturyTel will not process a **CLEC service order for the End User Customer until the balance is paid, unless otherwise required by Applicable Law..
- 2.4 **CLEC as Customer of Record. **CLEC will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from **CLEC for all services ordered.
- 2.5 Billing. CenturyTel shall not be responsible for the manner in which **CLEC bills its End User Customers. All applicable rates and charges for services provided to **CLEC or to **CLEC's End User Customers under this Article will be billed directly to **CLEC and shall be the responsibility of **CLEC regardless of **CLEC's ability to collect; including but not limited to toll and third-party charges unless **CLEC has taken appropriate actions to restrict **CLEC's End User Customers' ability to incur such charges.
- 2.6 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End User Customers, monthly billing to **CLEC does not include local calling detail.
- 2.7 Originating Line Number Screening (OLNS). Upon request and when CenturyTel is technically able to provide and bill the service, CenturyTel will update the database to provide OLNS, which indicates to an operator the

acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

- 2.8 Timing of Messages. With respect to CenturyTel resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station “hangs up,” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

3.0 PRICING

- 3.1 Calculation of the Resale Discount and the Resulting Resale Rate. The prices charged to **CLEC for local services shall be calculated as follows:
- 3.1.1 A discount as shown in Appendix: Resale Pricing (“Resale Appendix”) of this Article shall apply to the monthly retail rate of all Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law. The terms “wholesale discount” and “resale discount,” as used in this Article, are interchangeable.
- 3.1.2 The discount dollar amount calculated under Section 3.1.1 above will be deducted from the monthly retail rate of the Telecommunications Service.
- 3.1.3 The resulting rate is the monthly resale rate of the Telecommunications Service.
- 3.2 Promotions. CenturyTel shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyTel shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any special promotional rate will not be subject to the applicable resale discount. In all cases, in order to obtain a promotional offering, **CLEC must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement.
- 3.3 Resale of “As Is” Services. When a CenturyTel End User changes service providers to **CLEC resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the Service Order Charge.

- 3.4 Resale with Changes in Services. If a **CLEC End User Customer adds features or services when the End User Customer changes its resold local service from CenturyTel or another CLEC to **CLEC, CenturyTel will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions.
- 3.5 Nonrecurring Charges. The resale discount, as shown in the Resale Appendix of this Article, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyTel's applicable retail tariffs.

4.0 LIMITATIONS AND RESTRICTIONS ON RESALE

- 4.1 To the extent consistent with Applicable Law, **CLEC may resell local services to provide Telecommunications Services to its End User Customers. In addition to the limitations and restrictions set forth in this Section 4, CenturyTel may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.
- 4.2 Cross-Class Selling. **CLEC shall not resell to one class of customers a service that is offered by CenturyTel only to a particular class of customers or classes of customers that are not eligible to subscribe to such services from CenturyTel (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).
- 4.3. Telephone Assistance Programs. **CLEC shall not resell lifeline services, services for the disabled or other telephone assistance programs. Where **CLEC desires to provide lifeline services, services for the disabled or similar telephone assistance programs to its customer, CenturyTel will resell the customer's line as a residential line (with applicable wholesale discount) and **CLEC shall be responsible for re-certifying the line pursuant to Applicable Law and for participating in the lifeline, disabled services or telephone assistance discount pool without the assistance of CenturyTel. In no event shall CenturyTel be responsible for recovering or assisting in the recovery of lifeline, disabled services or telephone assistance program discounts on behalf of **CLEC. **CLEC is exclusively responsible for all aspects of any similar **CLEC-offered program, including ensuring that any similar **CLEC-offered program(s) complies with all applicable federal and State requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of **CLEC's End User Customers or applicants are eligible to participate in such programs, submitting **CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 4.4 Promotional Offerings Lasting Less Than 90 Days. The resale discount does not apply to CenturyTel's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyTel

does not make such promotions available as sequential ninety (90)-day promotions. However, **CLEC may resell CenturyTel promotional offerings that last less than ninety (90) days subject to the terms of Section 3.2 above.

- 4.5 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by **CLEC under the terms of this Agreement.
- 4.6 Customer-Specific Pricing Agreements. **CLEC may purchase CenturyTel customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyTel. However, the resale discount does not apply to such offerings. Where **CLEC and CenturyTel are competing at retail for the same customer, CenturyTel will calculate the retail price without unreasonable delay.
- 4.7 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to **CLEC's End Users by CenturyTel's OS and DA vendors.
- 4.8 Special Access Services. **CLEC may purchase for resale special access services; however, no resale discount applies.
- 4.9 COCOT Coin or Coinless Lines. **CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 4.10 Grandfathered Services. Services identified in CenturyTel tariffs as grandfathered in any manner are available for resale only to End User Customers that already have such grandfathered service. An existing End User Customer may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered service may not be reinstalled. Grandfathered services are subject to a resale discount, as provided in Section 3.1.
- 4.11 Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by **CLEC whenever E911/911 service would be provided on the same line if provided by CenturyTel to a CenturyTel retail End User Customer.
- 4.12 Services provided for **CLEC's Own Use. Telecommunications Services provided directly to **CLEC for its own use or for the use of its subsidiaries and affiliates and not resold to **CLEC's End User Customers must be identified by **CLEC as such, and **CLEC will pay CenturyTel's retail prices for such services.

- 4.13 **CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers; provided, however, that **CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 4.14 **CLEC may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. **CLEC shall not permit the sharing of a service by multiple End User Customer(s) or the aggregation of traffic from multiple End User Customers' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, **CLEC shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to tariff or special promotion. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter.

5.0 CHANGES IN RETAIL SERVICE

CenturyTel will notify **CLEC, at the time a tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyTel offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyTel's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of 90 days in duration, or the discontinuance or grandfathering of current features and services. Where **CLEC has signed up for or subscribed to CenturyTel's email notification service, CenturyTel also shall provide notice to **CLEC of such tariff changes by posting the same to CenturyTel's Website, with email notification of such postings.

6.0 REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES

- 6.1 E911/911 Services. CenturyTel shall provide to **CLEC, for **CLEC End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). CenturyTel shall use its standard service order process to update and maintain the **CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End User Customers. CenturyTel shall provide **CLEC End User Customer information to the PSAP. **CLEC shall update its End User's 911 information through the LSR process. CenturyTel assumes no liability for the accuracy of information provided by **CLEC, and CenturyTel shall not be responsible for any failure of **CLEC to provide accurate End User Customer information for listings in any

databases in which CenturyTel is required to retain and/or maintain such information.

- 6.1.1 **CLEC shall be responsible for collecting from its End User Customers and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable law.
- 6.2 Suspension of Service. **CLEC may offer to resell End User Customer-Initiated Suspension and Restoral Service to its End User Customers if and to the extent offered by CenturyTel to its retail End Users.
 - 6.2.1 **CLEC may also provide CenturyTel-Initiated Suspension service for its own purposes, where available. CenturyTel shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. **CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 6.2.2. Should **CLEC suspend service for one of its End User Customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, **CLEC shall be charged and shall be responsible for all appropriate monthly services charges for the End User's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.
 - 6.2.3 Should **CLEC restore its End User, restoral charges will apply, and **CLEC will be billed for the appropriate service from the time of suspension.
- 6.3 End User Retention of Telephone Number. When End User Customers switch from CenturyTel to **CLEC, or to **CLEC from any other reseller, and if they do not change their physical service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Law or regulations for number administration and Number Portability (NP). Telephone numbers may not be retained if the physical service address is changed concurrent with the switch to a new provider nor may telephone numbers be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

7.0 PRE-ORDERING AND ORDERING

- 7.1 CenturyTel will provide pre-ordering and ordering services for resale services to **CLEC consistent with the CenturyTel Service Guide.
- 7.2 LSR Process. Where no other electronic OSS interface is being utilized, LSRs shall be electronically sent by **CLEC to CenturyTel via CenturyTel's Website (the "LSR process"). CenturyTel will enter the LSRs daily into its ordering system during normal working hours as specified in the CenturyTel Service Guide.
- 7.2.1 Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
- 7.2.2 Upon work completion, CenturyTel will provide **CLEC a Service Order Completion (SOC) notice via e-mail to **CLEC's designated email address.
- 7.2.3 As soon as identified, CenturyTel will provide **CLEC any reject error notifications e-mail to **CLEC's designated email address.
- 7.2.4 CenturyTel will provide **CLEC with a Jeopardy Notice when CenturyTel's Committed Due Date is in jeopardy of not being met by CenturyTel on any resale service via e-mail to **CLEC's designated email address. On that Jeopardy Notice, CenturyTel shall provide the revised Committed Due Date.
- 7.3 Telephone Number Assignments. Where **CLEC resells service to a new (not currently existing) end user, CenturyTel shall allow **CLEC to place service orders and receive phone number assignments.
- 7.4 Maintenance. CenturyTel will provide repair and maintenance services to **CLEC and its End User Customers for resold services in accordance with the terms set forth in Article VIII (Maintenance) of this Agreement, which are the same standards and charges used for such services provided to CenturyTel End User Customers. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a **CLEC End User Customer until such time as trouble is reported to CenturyTel by **CLEC. **CLEC must provide to CenturyTel all End User Customer information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyTel Guide.
- 7.5 Line Loss Notification. CenturyTel will provide **CLEC with an electronic line loss notification when a **CLEC resale customer changes its local carrier.
- 7.6 **CLEC as Single Point of Contact. CenturyTel will recognize **CLEC as the single and sole point of contact for all **CLEC End User Customers. **CLEC

will provide CenturyTel with the names of authorized individuals that can remit or inquire about its LSRs.

- 7.7 Misdirected Calls. CenturyTel shall refer all questions received directly from **CLEC End Users back to **CLEC for handling.
- 7.8 Communications with Other Party's Customers or Prospective Customers. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' End User Customers during such inquiries.
- 7.10 Ordering and Provisioning Hours. CenturyTel will provide ordering and provisioning coordination for resale services Monday through Friday, during the business hours specified in the Service Guide, through its Resale Service Center. **CLEC may request expedited provisioning or provisioning outside of the normal work day. However, **CLEC agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Appendix.
- 7.11 As-Is Transfers. CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to **CLEC where CenturyTel is the End User Customer's current local exchange carrier.
- 7.12 Transfers Between **CLEC and another Reseller of CenturyTel Services. When **CLEC has obtained an End User Customer from another reseller of CenturyTel services, **CLEC will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel via the LSR process.

8.0 OTHER OPERATIONAL MATTERS

- 8.1 CenturyTel will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 8.2 Where technically feasible, CenturyTel's ordering center will coordinate support for all designed and/or complex resale services provided to **CLEC.
- 8.3 CenturyTel will provide the functionality of blocking calls (*e.g.*, 900, 976, international calls, and third-party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyTel provides such blocking capabilities to its End User Customers and to other CLECs, but only to the extent required by Applicable Law.
- 8.4 When ordering a resale service via a service order, **CLEC may order separate interLATA and intraLATA service providers (*i.e.*, two PICs) on a line or trunk basis, and **CLEC agrees to pay the applicable charges associated with such

order. CenturyTel will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

- 8.5 CenturyTel's retail sales and marketing personnel will not have access to information regarding **CLEC's requests for resold services or other competitively sensitive information.

9.0 ORDER DUE DATE

- 9.1 Order Due Date. When **CLEC submits an LSR, **CLEC will specify a desired Due Date (DDD) and CenturyTel will specify a due date (DD) based on the available dates within the applicable interval. Standard due date intervals shall be as set forth in the CenturyTel Service Guide.
- 9.2 Requests to Expedite. If expedited service is requested, **CLEC will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyTel will use commercially reasonable efforts to accommodate the request, however, CenturyTel reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite service order charges, as set forth in the Resale Appendix, will apply.
- 9.3 Escalation Procedures and Dispute Resolution. **CLEC will follow the documented escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions set forth in Article III of this Agreement. The CenturyTel Service Guide documents the escalation process.

10.0 REPAIR AND MAINTENANCE REQUIREMENTS

CenturyTel will provide repair and maintenance services for all resale services in accordance with the terms and conditions of this Article and Article VIII (Maintenance).

11.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

- 11.1 CenturyTel will perform testing (including trouble shooting to isolate any problems) of resale services purchased by **CLEC in order to identify any new circuit failure performance problems. Each Party will utilize CenturyTel's routine maintenance procedures for isolating and reporting troubles.
- 11.2 Where available, CenturyTel will perform pre-testing in support of complex resale services ordered by **CLEC.

12.0 ACCESS CHARGES

CenturyTel retains all revenue due from other carriers for access to CenturyTel's facilities, including both switched and special access charges. CenturyTel retains all

switched access revenues when providing switched access services for **CLEC's retail End User Customers served via resale. When **CLEC resells special access to its end user customers, CenturyTel is not entitled to any special access revenues from **CLEC's End User Customers.

13.0 RESALE OF **CLEC'S TELECOMMUNICATIONS SERVICES

While this Article addresses the provision of certain CenturyTel services to **CLEC for resale by **CLEC, the Parties also acknowledge that **CLEC is required pursuant to 47 U.S.C. § 251(b) to provide its Telecommunications Services to CenturyTel for resale by CenturyTel. Upon request by CenturyTel, **CLEC and CenturyTel shall negotiate an amendment to provide for resale of **CLEC's Telecommunications Services under terms and conditions that are no less favorable than those offered by CenturyTel to **CLEC under this Agreement.

ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 SERVICES COVERED BY THIS ARTICLE

1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, **CLEC will interconnect its network with CenturyTel's network for the transmission and routing of Telephone Exchange Service and Exchange Access. Upon **CLEC's request, CenturyTel will provide Interconnection at any technically feasible point within CenturyTel's network in conformity with this Article V and Applicable Law.

1.1.1 This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyTel to **CLEC or by **CLEC to CenturyTel and the transport and termination and billing of Local Traffic between CenturyTel and **CLEC.

2.0 NETWORK INTERCONNECTION METHODS

2.1 Introduction

2.1.1 This Section 2 of Article V sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyTel and **CLEC. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Part II describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 2.3 of this Article, and other methods as mutually agreed to by the Parties.

2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Article.

2.1.3 CenturyTel shall provide Interconnection for **CLEC's facilities and equipment for the transmission and routing of Telephone Exchange

Service and Exchange Access, at a level of quality equal to that which CenturyTel provides itself, a subsidiary, an affiliate, or any other party to which CenturyTel provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

2.2 Physical Architecture

- 2.2.1 CenturyTel's network includes but is not limited to End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyTel's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be completed within sixty (60) days from **CLEC's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. **CLEC and CenturyTel agree to Interconnect their networks through existing and/or new Interconnection facilities between **CLEC switch(es) and CenturyTel's End Office(s) and/or tandems. The physical architecture plan will be in accordance with Forecasting and Planning requirements in Section 3.5 of this Article and, at a minimum, include the location of **CLEC's switch(es) and CenturyTel End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities.
- 2.2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local POI are set forth in Section 3.3.2 of this Article. In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyTel company's service area.
- 2.2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required.
- 2.2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section 2. Each

Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).

2.2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.

2.2.6 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

2.2.7 Technical Interfaces

2.2.7.1 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

2.2.7.2 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

2.3.1.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable tariff, may lease facilities from a third party or may construct or otherwise self-provision facilities.

2.3.1.2 To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection through Collocation arrangements offered by CenturyTel pursuant to this Agreement or the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. As set forth in Article IX (Additional Services), if no applicable Tariff is available, CenturyTel shall provide Collocation to **CLEC pursuant to a separately provided Collocation agreement.

2.3.2 Fiber Meet Interconnection

- 2.3.2.1 Fiber Meet Interconnection between CenturyTel and **CLEC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyTel End Office and **CLEC's premises within the local calling area. **CLEC shall request a Fiber Meet Point of Interconnection by submitting a BFR for the same pursuant to Article III, Section 10.
- 2.3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical Network (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 3 of this Article shall be provisioned over this facility.
- 2.3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 2.3.2.4 Fiber Meet design options include, but are not limited to, the following:
- 2.3.2.4.1 Design One: **CLEC's fiber cable (four, or some integral multiple thereof, fibers) and CenturyTel's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the **CLEC and CenturyTel locations. This Interconnection point would be at a mutually agreeable location.

2.3.2.4.2 Design Two: **CLEC will provide fiber cable to the last entrance (or CenturyTel designated) manhole at the CenturyTel End Office switch. CenturyTel shall make all necessary preparations to receive and to allow and enable **CLEC to deliver fiber optic facilities into that manhole. **CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyTel to pull the fiber cable through the CenturyTel cable vault and terminate on the CenturyTel fiber distribution frame (FDF) in CenturyTel's office. **CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyTel shall take the fiber from the manhole and terminate it inside CenturyTel's office on the FDF at **CLEC's expense. In this case the POI shall be at the CenturyTel FDF.

2.3.2.4.4 Design Three: Both **CLEC and CenturyTel each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. CenturyTel will provide the fibers associated with the "working" side of the system. **CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the CenturyTel location.

2.3.2.5 The **CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyTel. This location is **CLEC's responsibility to provision and maintain.

2.3.2.6 The CenturyTel location includes all CenturyTel FOTs, multiplexing and fiber required to terminate the optical signal provided from **CLEC. This location is CenturyTel's responsibility to provision and maintain.

2.3.2.7 Pursuant to the mutually agreed upon implementation terms of **CLEC's Fiber Meet BFR, CenturyTel and **CLEC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk

groups prescribed by Section 3 of this Article for the purposes of Interconnection.

2.3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

2.3.2.9 **CLEC and CenturyTel will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by **CLEC and CenturyTel.

2.4 Responsibilities of the Parties

2.4.1 **CLEC and CenturyTel shall work cooperatively to install and maintain a reliable network. **CLEC and CenturyTel shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

2.4.2 **CLEC and CenturyTel will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

2.4.3 **CLEC and CenturyTel shall:

2.4.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2.4.3.2 Notify each other when there is any change affecting the service requested, including the due date.

2.4.3.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

2.5. Joint Facility Growth Planning

2.5.1 The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

2.5.2 Criteria:

2.5.2.1 Investment is to be minimized.

2.5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section 11 and Article V, Section 3.5 and are to be deployed in accordance with the Processes described below.

2.5.3 Processes:

2.5.3.1 In addition to the joint trunk group forecasting established in Article III, Section 11, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

2.5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 3.6 of this Article will be used in determining trunk group sizing requirements and forecasts.

2.5.3.3 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

2.5.3.4 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

2.5.3.5 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

3.0 INTERCONNECTION TRUNKING REQUIREMENTS

3.1 Introduction

- 3.1.1 This Section 3 of Article V sets forth terms and conditions for Interconnection provided by CenturyTel and **CLEC.
- 3.1.2 This Section 3 of Article V provides descriptions of the trunking requirements between **CLEC and CenturyTel. All references to incoming and outgoing trunk groups are from the perspective of **CLEC. The paragraphs below describe the required and optional trunk groups for local and mass calling.
- 3.1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article.

3.2 One Way and Two Way Trunk Groups

- 3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.
- 3.2.2 The Parties agree that two-way trunk groups for local, IntraLATA and InterLATA traffic shall be established between a **CLEC switch and a CenturyTel End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling being used whenever possible. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to **CLEC shall be the sole responsibility of **CLEC. For administrative consistency **CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.2.3 Notwithstanding 3.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties. The Parties will negotiate the appropriate

trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

- 3.2.4 Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where **CLEC provides such service to its customers.

3.3 Direct and Indirect Connection

3.3.1 Indirect Network Connection

3.3.1.1 Indirect Network Connection is intended only for de minimis traffic associated with **CLEC "start-up" market entry into a CenturyTel local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyTel end offices and a **CLEC switch in instances where, and only so long as, none of the triggers set forth in Section 3.3.2.4 of this Article have been reached.

3.3.1.2 Indirect Network Connection shall be accomplished by CenturyTel and **CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the CenturyTel end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem.

3.3.1.3 The Parties agree to enter into their own agreements with third-party providers. In the event that **CLEC sends traffic through CenturyTel's network to a third-party provider with whom **CLEC does not have a traffic interexchange agreement, then **CLEC agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

3.3.1.4 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

3.3.2. Direct Network Connection and Local Point of Interconnection (POI)

3.3.2.1 Unless the parties mutually agree otherwise, a Direct Network Connection and a Local POI shall be established upon occurrence of any of the triggers set forth in Section 3.3.2.4 of this Article. In some cases, multiple POI(s) will be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyTel's service area.

3.3.2.2 A Direct Network Connection shall be established by connecting **CLEC's network to CenturyTel's network at a mutually agreed upon point on CenturyTel's network within the CenturyTel local exchange. The connection can be established in any of the manners described in Section 2 of this Article.

3.3.2.3 The Direct Network Connection point established in Section 3.3.2.2 of this Article shall also be the Local POI. Each party shall be responsible for establishing and maintaining all facilities on its side of the Local POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

3.3.2.4 Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:

3.3.2.4.1 **CLEC has begun serving end users within a CenturyTel local exchange, or has assigned to any end user numbers that are rated to a rate center that is within the local calling area of a CenturyTel exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described in Section 3.3.2.5 of this Article.

- 3.3.2.4.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$200.00 for one month.
- 3.3.2.5 A DS-1 trunk equivalency is deemed established in any the following instances:
- 3.3.2.5.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.
- 3.3.2.5.2 Combined two-way traffic between two single switches of each Party reaches 200,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period.
- 3.3.2.5.3 At any point where a traffic forecast prepared pursuant to requirements of Article III, Section 11 or Article V, Section 3.5 indicates that combined two-way traffic between two single switches of each Party will exceed 200,000 minutes of use per month.
- 3.3.2.5.4 In any instance where **CLEC has requested to port a number or numbers associated with an end user customer and it is known that local trunks previously associated with that customer and those numbers equaled or exceeded 24. In any other instance where it can be shown that a customer that **CLEC is about to serve previously had 24 or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to **CLEC.
- 3.3.2.5.5 In any instance where **CLEC is providing a tandem function then **CLEC must direct connect to CenturyTel pursuant to the terms of this section. In such as case, **CLEC must also record and provide billing records for that traffic transiting **CLEC's switch and terminating to CenturyTel.
- 3.3.2.6 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 3.3.2.4 of this Article has occurred.

- 3.3.2.7 All traffic received by CenturyTel on the direct End Office trunk group from **CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by **CLEC on the direct End Office trunk group from CenturyTel must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch unless otherwise made technically available by CenturyTel. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).
- 3.3.2.8 **CLEC and CenturyTel shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. **CLEC and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyTel requires separate trunk groups from **CLEC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXC's. To the extent **CLEC desires to have any IXC's originate or terminate switched access traffic to or from **CLEC, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of **CLEC to arrange for such IXC to issue an ASR to CenturyTel to direct CenturyTel to route the traffic. If CenturyTel does not receive an ASR from the IXC, CenturyTel will initially route the switched access traffic between the IXC and **CLEC. If the IXC subsequently indicates that it does not want the traffic routed to or from **CLEC, CenturyTel will not route the traffic.
- 3.3.2.8.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 3.3.2.8.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 3.3.2.8.3 Neither party shall route Switched Access Service traffic over local connection trunks, or Local Traffic over Switched Access Service trunks.

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange local traffic between **CLEC and CenturyTel.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange

3.4.2.1 Direct End Office Trunking

3.4.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Section 3.3.2.5 of this Article.

3.4.3 Where either Party offers direct or ported local service to end users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.

3.4.4 **CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, CenturyTel will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by **CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 High Volume (HV) / Mass Calling (Choke) Trunk Group:

3.4.5.1 If **CLEC should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, **CLEC shall provide written notification to CenturyTel.

3.5 Forecasting and Planning Responsibilities

3.5.1 **CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Section 11. CenturyTel shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to **CLEC. The Parties recognize that, to the extent historical traffic data can be shared between

the Parties, the accuracy of the forecasts will improve. **CLEC shall provide subsequent forecasts on a semi-annual basis. **CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyTel and **CLEC. CenturyTel shall take **CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the **CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.2 The semi-annual forecasts shall include:

3.5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

3.5.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

3.5.4 **CLEC shall be responsible for forecasting two-way trunk groups. CenturyTel shall be responsible for forecasting and servicing the one-way trunk groups terminating to **CLEC and **CLEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyTel, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.

- 3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 3.5.7 CenturyTel shall attempt to meet **CLEC's requests for interconnection using Currently Available facilities and capacity. CenturyTel shall have no obligation to construct additional facilities or capacity to meet **CLEC's requests for Interconnection. However, if CenturyTel refuses a **CLEC request due to lack of facilities or lack of capacity, **CLEC may request to work with CenturyTel to establish a construction plan, and **CLEC shall bear all costs associated with engineering and constructing such additional facilities or capacity.
- 3.5.8 Notwithstanding the above, if **CLEC determines to offer local exchange service within a CenturyTel area, EAS to a CenturyTel' area or otherwise assign numbers rated to the CenturyTel exchange, **CLEC shall provide thirty (30) days written notice to CenturyTel of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 3.5.8.2 If **CLEC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyTel Central Offices, **CLEC shall provide written notice to CenturyTel to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyTel deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional **CLEC Central Offices in such local exchange, CenturyTel shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

- 3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B .001 factor.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

3.7 Trunk Servicing

- 3.7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2 of this Article), CenturyTel will issue ASRs for trunk groups for traffic that originates from CenturyTel and terminates to **CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.
- 3.7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
- 3.7.3 Underutilization:
- 3.7.3.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 3.7.3.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

3.7.3.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the initiating ASR.

3.7.3.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

3.8 **CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyTel will be responsible for engineering its network on its side of the POI.

3.9 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be in accordance with the CenturyTel Service Guide. If either **CLEC or CenturyTel is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

3.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 3.5 of this Article using Design Blocking Objectives stated in Section 3.6 of this Article.

3.10.1 Should **CLEC request trunking from CenturyTel in excess of the industry traffic engineering design blocking standard, CenturyTel is not obligated to provide such trunking unless **CLEC agrees in writing to pay for the excess trunking on the CenturyTel side of the POI.

3.11 Trunk Data Exchange

3.11.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12. Network Management

3.12.1 Restrictive Controls

3.12.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **CLEC and CenturyTel will immediately notify each other of any protective control action planned or executed.

3.12.2 Expansive Controls

3.12.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.12.3 Temporary Mass Calling

3.12.3.1 **CLEC and CenturyTel shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

4.0 MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

4.1 Introduction

4.1.1 This Section 4 of Article V sets forth terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyTel and **CLEC.

4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation

4.2.1 The Telecommunications traffic exchanged between **CLEC and CenturyTel will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

4.2.1.1 “Local Traffic,” for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer of one Party in an exchange on that Party’s network and terminated to a End User Customer of the other Party on that other Party’s network located within the same exchange or other non-optional extended local calling area associated with the originating customer’s exchange as defined by CenturyTel’s applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyTel local calling area as such local calling area is defined by CenturyTel’s applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

4.2.1.2 “ISP-Bound Traffic” means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User’s local calling area will be considered toll traffic and subject to access charges.

4.2.1.3 IP-Enabled Voice Traffic originated by a End User Customer of one Party in an exchange on that Party’s network and terminated to a End User Customer of the other Party on that other Party’s network located within the same exchange or other non-optional extended local calling area associated with the originating customer’s exchange as defined by CenturyTel’s applicable local

exchange tariff shall be included in Local Traffic. IP-Enabled Voice Traffic directed to a terminating End User physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

- 4.2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4.4 of this Article.

4.2.2.1 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End User Customers, **CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, **CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If **CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

4.2.2.2 If **CLEC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located outside of the rate center to which the NPA/NXX is assigned, CenturyTel traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyTel originating rate center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyTel to **CLEC.

4.2.2.3 Further, **CLEC agrees to identify such VNXX traffic to CenturyTel and to compensate CenturyTel for originating and transporting such traffic to **CLEC at CenturyTel's tariffed switched access rates. If **CLEC does not identify such traffic, CenturyTel will, to the best of its ability, determine which whole **CLEC NPA/NXXs have been so assigned and CenturyTel shall charge the applicable rates for originating access service as reflected in CenturyTel's applicable access tariff. CenturyTel shall make appropriate billing adjustments if **CLEC can provide sufficient information for CenturyTel to determine the actual jurisdiction of the traffic.

- 4.2.2.4 If **CLEC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located both within and outside of the rate center to which the NPA/NXX is assigned, then **CLEC agrees to work with CenturyTel to develop a Percent Local Usage (PLU) factor for the traffic to those **CLEC End Users physically located within the rate center. CenturyTel shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 4.2.2.3 of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, **CLEC and CenturyTel will jointly negotiate a PLU. The PLU will be updated no more often than once per year.
- 4.2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. **CLEC and CenturyTel agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.
- 4.2.4 When **CLEC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.
- 4.2.6 As set forth in Section 4.2.1.3 of this Article, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic

exchange. Calling Party Number (“CPN”) and Jurisdictional Indicator Parameter (“JIP”) of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

- 4.2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 4.2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.
- 4.2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

4.3. Responsibilities of the Parties

- 4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).
- 4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner

that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

- 4.3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4.4 Local Traffic Compensation

- 4.4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Article IX- Pricing.
- 4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, either Party may notify the other that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in Article IX-Pricing of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless

otherwise agreed pursuant subsequent traffic studies (not more frequent than every 12 months) indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic.

4.4.3 End Office Termination Rate

4.4.3.1 The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.5 Billing for Mutual Compensation

4.5.1 Direct Interconnection

4.5.1.1 Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.5.1.2 Where SS7 connections exist between CenturyTel and **CLEC, unidentified traffic (i.e. without CPN or JIP) will be handled in the following manner.

4.5.1.2.1 If the amount of unidentified traffic is less than five percent (5%) of the total traffic, it will be treated as having the same jurisdictional ratio as the identified traffic.

4.5.1.2.2 If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges.

4.5.1.2.3 The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered.

4.5.1.2.4 The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

4.5.2 Indirect Interconnection

4.5.2.1 For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

4.5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each CenturyTel operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and intraLATA toll) originating traffic would represent the PLU factor.

4.5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified Article II, Section 7.2.

4.5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

4.6 Transit Traffic

4.6.1 All references to CenturyTel Tandems in this section pertain only to those locations where CenturyTel currently owns a Tandem and where the CenturyTel End Offices at which traffic is to be exchanged are actually connected to the CenturyTel Tandem. CenturyTel Tandem services are not available 1) at CenturyTel End Offices or 2) to CenturyTel End Offices where the End Offices are not connected to a CenturyTel Tandem.

4.6.2 Where CenturyTel is a tandem owner, Transit Service is provided by CenturyTel to **CLEC via ** CLEC's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another **CLEC, another LEC, or a wireless carrier) that is connected to the Tandem. To the extent that

**CLEC's owns an Access Tandem Switch, as designated in the LERG,
**CLEC may also provide Transit Service to CenturyTel.

- 4.6.3 For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 4.6.4.3 and 3.3.1.4 of this Article apply.
- 4.6.4 CenturyTel will accept Transit Traffic originated by **CLEC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's Access Tandem Switch. CenturyTel will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's Access Tandem Switch to **CLEC, subject to the following.
- 4.6.4.1 To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
- 4.6.4.2 The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third-party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses. In the case of IntraLATA Toll Traffic where CenturyTel is the designated IntraLATA Toll provider for existing LECs, CenturyTel will be responsible for payment of appropriate usage rates.
- 4.6.4.3 Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

4.6.4.4 The following rates shall apply to Transit Traffic depending on the type of traffic being transited:

4.6.4.4.1 Transit of Local Traffic: Switching and transport rates will be charged to the originating Party, as contained in Article XI (Pricing).

4.6.4.4.2 Transit of IntraLATA Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, as contained in CenturyTel's state access tariff.

4.6.4.4.3 Transit of Jointly-Provided Switched Exchange Access Service Traffic: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

4.6.4.4.4 Category 11 mechanized record charge, per record, shall apply for records provided to the terminating Party, as contained in Article XI (Pricing).

4.6.5 When CenturyTel receives an unqueried call from **CLEC to a telephone number that has been ported to another local service provider, the transit rate and LNP dip charge shall apply.

4.7 Billing.

4.7.1 When direct connection is implemented, CenturyTel shall render to **CLEC a bill for direct connection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

4.7.2 Billing Specifications.

4.7.2.1 The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

4.7.2.2 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

4.7.2.3 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such interconnection or service.

ARTICLE VI: UNBUNDLED NETWORK ELEMENTS (UNEs)

1.0 INTRODUCTION

In accordance with this Agreement and Applicable Law, CenturyTel agrees to provide **CLEC access to certain CenturyTel Network Elements on an unbundled basis (“Unbundled Network Elements” or “UNEs”) individually, and in combination with other CenturyTel Network Elements (Combinations), for the provision of Telecommunications Services. Notwithstanding any other provision of this Agreement, CenturyTel shall only be obligated to provide UNEs and Combinations to **CLEC to the extent required by this Agreement and Applicable Law and may decline to provide UNEs and/or Combinations to **CLEC to the extent that provision of such UNEs and/or Combinations are not required by this Agreement or Applicable Law.

2.0 GENERAL TERMS AND CONDITIONS

In addition to the more specific terms and conditions set forth in this Article governing specific UNEs or services, the terms and conditions of this Section 2 also shall apply with respect to the provisioning of each UNE or service made available under this Agreement.

- 2.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyTel will provide **CLEC with nondiscriminatory access to the UNEs made available under this Article. In providing access to UNEs under this Agreement, and to the extent required by Applicable Law, CenturyTel shall provide **CLEC, upon **CLEC’s request, access to all of the features, functions and capabilities of such UNEs in a manner that allows **CLEC to provide any Telecommunications Service that can be offered by means of such UNEs. Subject to the terms and conditions of this Article, **CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyTel Network Elements or UNEs (Combinations) in order to permit **CLEC to provide Telecommunications Services to its End User Customers. Subject to the terms and conditions of this Agreement, and to the extent required by Applicable Law, **CLEC may also commingle a UNE or Combination with other wholesale services **CLEC has obtained from CenturyTel to provide Telecommunications Services to its End User Customers.
- 2.2 Quality of UNEs and Access to UNEs. To the extent technically feasible, the quality of a UNE provided by CenturyTel to **CLEC, as well as the quality of the access to such UNE, shall be equal in quality to that which CenturyTel provides to itself. If such quality is not technically feasible, the quality of such UNE or access to such UNE shall be the same for all CLECs that have requested access to such UNE.
- 2.3 Ordering Processes & Provisioning Intervals. Unless expressly stated otherwise in this Article, the ordering processes and standard provisioning intervals

applicable to UNEs made available pursuant to this Article shall be as set forth in the CenturyTel Service Guide. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyTel provisions the same Network Elements to itself.

- 2.3.1 If **CLEC submits to CenturyTel UNE orders that are more than twenty percent (20%) in excess of **CLEC's forecasted needs, CenturyTel's standard provisioning intervals shall not apply to any UNE orders in excess of those forecasted by **CLEC.
- 2.3.2 Standard intervals will apply to a maximum number of 50 LSR orders (including UNE, DSR, Porting) per day from **CLEC. All **CLEC orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.
- 2.4 Existing Facilities. CenturyTel shall be obligated to provide UNEs pursuant to this Agreement only to the extent such UNEs (and the equipment and facilities necessary to provide such UNEs) are Currently Available in CenturyTel's network. Except as otherwise required by Applicable Law, CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a UNE to satisfy **CLEC's request.
- 2.5 Statutory Restriction. **CLEC shall not access a UNE for the exclusive purpose of providing mobile wireless services or interexchange services. **CLEC may access UNEs for the purpose of providing a Telecommunications Service, which does not include the provision of telecommunications utilized by **CLEC for its own use, administrative or otherwise.
- 2.6 Access to UNEs. Except as otherwise expressly stated in this Agreement, **CLEC shall access CenturyTel's UNEs provided pursuant to this Article via a Collocation arrangement in accordance with Article IX (Additional Services) at the CenturyTel Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation arrangement by means of a cross connect. For each UNE, to the extent appropriate, CenturyTel will provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, suitable access to such demarcation point. However, where CenturyTel provides contiguous UNEs to **CLEC, CenturyTel will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the Combination is handed off to **CLEC.
- 2.7 Proprietary Network Elements. **CLEC shall not request unbundled access to any CenturyTel proprietary Network Element. Any dispute between the Parties as to whether a Network Element is proprietary to CenturyTel shall be subject to the requirements and process set forth in 47 C.F.R. § 51.317.

- 2.8 Changes in Law. Notwithstanding anything elsewhere in this Agreement, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of a change in law, including but not limited to, changes to the Act or changes to the FCC's rules governing the unbundling of Network Elements shall be subject to the change-in-law provisions set forth in Section 12 of Article III.
- 2.9 BFR Process. To the extent CenturyTel is required by Applicable Law to make UNEs other than those specifically identified in this Article available to **CLEC, CenturyTel will make such UNEs available to **CLEC pursuant to the BFR process set forth in Article III, Section 10.
- 2.10 Routine Network Modifications. At **CLEC's request, CenturyTel will make Routine Network Modifications to unbundled loops and Dedicated Transport to the extent required by Applicable Law, as more fully set forth below in Sections 4.3 and 6.5, respectively.
- 2.11 Combinations.
- 2.11.1 Upon **CLEC's request, and subject to Section 2.11.3, CenturyTel will provide UNEs in a manner that allows **CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End User Customers.
- 2.11.2 CenturyTel shall not separate UNEs requested by **CLEC that CenturyTel currently combines in its network to provide local service. CenturyTel will provide **CLEC access to UNE Combinations that CenturyTel ordinarily combines in its network. A UNE Combination shall not be considered "ordinarily combined," and CenturyTel will not have an obligation to provide the Combination, if (1) CenturyTel does not provide services using such a Combination of UNEs; (2) CenturyTel does provide services using such Combination but such provisioning is extraordinary (*i.e.*, a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the Network Element Combination contains a Network Element that the Commission does not require CenturyTel to provide as a UNE.
- 2.11.3 Upon **CLEC's request, CenturyTel will perform the functions necessary to combine the UNEs requested by **CLEC, provided that such combination(s):
- 2.11.3.1 is technically feasible; and
- 2.11.3.2 would not undermine the ability of other carriers to obtain access to UNEs or to interconnect with CenturyTel's network.

2.11.4 In the event that CenturyTel denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by **CLEC, CenturyTel shall provide written notice to **CLEC of such denial and the basis thereof.

2.11.5 Eligibility Requirements for Access to Certain UNE Combinations/EELs.

2.11.5.1 Subject to Section 2.11.3 above, CenturyTel will make available to **CLEC Enhanced Extended Links (EELs) and other forms of UNE Combinations on the terms and conditions set forth in this Section.

2.11.5.2 “Enhanced Extended Link” or “EEL” means a UNE Combination consisting of a UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of a voice grade to DS0 level UNE Local Loop combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the “Eligibility Requirements” set forth in Section 2.11.5.3 and its subsections below.

If an EEL is made up of a Combination that includes one or more of the following described Combinations (the “High-Capacity EEL”), each circuit to be provided to each customer is required to terminate in a Collocation arrangement that meets the requirements of Section 2.11.5.3(c) below (*e.g.*, the end of the UNE Dedicated Transport that is opposite the end connected to the UNE loop must be accessed by **CLEC at such a **CLEC Collocation arrangement via a cross-connect). The following High-Capacity EELs or Combinations shall be subject to the Eligibility Requirements set forth in Section 2.11.5.3 below:

- (a) an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;
- (b) an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or service;

- (c) an unbundled DS1 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;
- (d) an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service; or
- (e) an unbundled DS3 loop or DS3 or higher channel termination service.

2.11.5.3 Eligibility Requirements.

2.11.5.3.1 CenturyTel shall not be required to provide access to the High-Capacity EELs described in Section 2.11.5.2 unless **CLEC satisfies all of the following conditions set forth below in this Section 2.11.5.3 ("Eligibility Requirements") for each and every High-Capacity EEL requested:

- (a) **CLEC (directly and not via an Affiliate) has received state certification from the Commission to provide local voice service in the area being served.
- (b) The following criteria also must be satisfied for each High-Capacity EEL, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1-equivalent circuit on a DS3 EEL:
 - (i) Each circuit to be provided by **CLEC to each End User Customer will be assigned a local number prior to the provision of service over that circuit. This requires, for example, that each DS1 circuit have at least one (1) local telephone number. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include toll charges and shall not require dialing special digits beyond those normally required for a local voice call;
 - (ii) Each DS1-equivalent circuit on a DS3 EEL or on any other High-Capacity EEL must

have its own local telephone number assignment, so that each DS3 circuit has at least 28 local voice telephone numbers assigned to it;

- (iii) Each circuit to be provided by **CLEC to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit;
 - (iv) Each circuit to be provided by **CLEC to each End User Customer will terminate in a Collocation arrangement that meets the requirements of Section 2.11.5.3.1(c) of this Article;
 - (v) Each circuit to be provided by **CLEC to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.11.5.3.1(d) of this Article;
 - (vi) For every twenty-four (24) DS1 EELs or other facilities having equivalent capacity, **CLEC will have at least one (1) active DS1 local service interconnection trunk that meets the requirements of Section 2.11.5.3.1(d) of this Article; and
 - (vii) Each circuit to be provided by **CLEC to each End User Customer will be served by a switch capable of switching local voice traffic. **CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 switch or that it can switch local voice traffic. **CLEC will provide written documentation of the switch type and CLLI code for the switch satisfying this requirement.
- (c) A Collocation arrangement meets the requirements of this Section 2.11.5.3 if:
- (i) Each circuit to be provided by **CLEC to each End User Customer will terminate in a Collocation arrangement established

pursuant to Section 251(c)(6) of the Act and is located at CenturyTel's premises within the same LATA as the **CLEC's End User Customer's premises, when CenturyTel is not the collocator. **CLEC's Collocation arrangement cannot be located at an Interexchange Carrier Point of Presence (POP) or an Internet Service Provider (ISP) POP;

- (ii) Each circuit to be provided by **CLEC to each End User Customer will terminate in a Collocation arrangement located at a third-party's premises within the same LATA as the **CLEC's End User Customer's premises, when CenturyTel is the collocator; and
 - (iii) When a DS1 or DS3 EEL loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at CenturyTel's premises within the same LATA as the End User Customer's premises, when CenturyTel is not the collocator. **CLEC's Collocation arrangement cannot be located at an Interexchange Carrier POP or an ISP POP.
- (d) An interconnection trunk meets the requirements of this Sections 2.11.5.3 if **CLEC will transmit the local Calling Party Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the **CLEC's End User Customer's premises served by the High-Capacity EEL. At a minimum, each DS1 circuit must be served by a DS0 equivalent interconnection trunk in the same LATA as the End User Customer served by the circuit. For every twenty-four (24) DS1 circuits, **CLEC must maintain at least one (1) active DS1 interconnection trunk in the same Local Calling Area as the End User Customer served by the circuit. If the Calling Party Number is not exchanged over the interconnection trunk(s)

identified above, that trunk(s) shall not be deemed to satisfy the Eligibility Requirements. For each circuit, **CLEC will identify the interconnection trunk(s) satisfying this requirement.

2.11.5.3.2. New Circuits. For a new circuit to which Section 2.11.5.3 applies, **CLEC may initiate the ordering process if **CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 2.11.5.3.1(b)(i) and Section 2.11.5.3.1(b)(iii), respectively. In such case, **CLEC shall satisfy Section 2.11.5.3.1(b)(i) and/or Section 2.11.5.3.1(b)(iii) if it assigns the required local telephone number(s) and implements 911/E911 capability within thirty (30) days after CenturyTel provisions such new circuit. **CLEC must provide CenturyTel with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.11.5.3.3. Existing Circuits. Existing circuits, including conversions or migrations, are also subject to the Eligibility Requirements in Section 2.11.5.3. Section 2.11.5.3.2 above does not apply to existing circuits to which Section 2.11.5.3.1(b)(ii) applies, including conversions or migrations (**CLEC shall not be excused from meeting the Section 2.11.5.3.1(b)(i) and Section 2.11.5.3.1(b)(iii) requirements for existing circuits at the time it initiates the ordering process).

2.11.5.3.4. Written Certification. Before accessing as a UNE (1) a converted High-Capacity EEL, (2) a new High-Capacity EEL, or (3) part of a High-Capacity EEL that is a Commingled EEL, **CLEC must certify in writing to all of the requirements set forth in Section 2.11.5.3. A disconnect notice for any single circuit shall be sufficient to constitute notification to CenturyTel that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, **CLEC will provide written notification to CenturyTel from time to time, but no less frequently than once per calendar year, certifying that its circuits satisfy all of the requirements of Section 2.11.5.3. **CLEC also shall provide such written notification at any time upon

CenturyTel's request. **CLEC must provide the written certification required by this Section on a form provided by CenturyTel, on a circuit-by-circuit/service-by-service/High-Capacity EEL-by-High-Capacity EEL basis. In lieu of a form provided by CenturyTel, **CLEC may use a form of its own until CenturyTel develops a form. If the information previously provided in a certification required by this Section is inaccurate (or ceases to be accurate), **CLEC shall update such certification and provide it to CenturyTel within two (2) Business Days.

2.11.5.3.5 Audits. In addition to any other audit rights provided for in this Agreement and those allowed by Applicable Law, CenturyTel may obtain an independent auditor to audit **CLEC, on an annual basis, to determine **CLEC's compliance in the State with the conditions set out in this Section 2.11.5.3. For purposes of calculating and applying an "annual basis," it means a consecutive 12-month period, beginning upon CenturyTel's written notice that an audit will be performed for the State.

2.11.5.3.5.1 Unless otherwise agreed by the Parties, the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding **CLEC's compliance with the qualifying service Eligibility Requirements. The independent auditor's report will conclude whether **CLEC complied in all material respects with this Section 2.11.5.

2.11.5.3.5.2 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

2.11.5.3.5.3 Should the independent auditor's report conclude that **CLEC failed to comply in any material respects with the Eligibility Requirements of Section 2.11.5, **CLEC must true-up any difference in payments paid to CenturyTel with the rates and charges **CLEC would have owed CenturyTel beginning from the date that the non-compliant circuit was established as a UNE or Combination, in whole or in part. **CLEC shall submit orders to CenturyTel to either convert all non-compliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within thirty (30) days of the date on which **CLEC receives a copy of the auditor's report or otherwise discovers or is notified that a circuit does not meet the Eligibility Requirements. **CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following CenturyTel's acceptance of such conversion order. With respect to any non-compliant circuit for which **CLEC fails to submit a conversion order within such thirty (30)-day period, CenturyTel may initiate and effect such a conversion on its own without any further consent by **CLEC. **CLEC must convert the UNE or UNE Combination, or Commingled arrangement, to an equivalent or substantially similar wholesale service or group of wholesale services. Following conversion, **CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which **CLEC does not meet the service Eligibility Requirements and conditions set forth in Section 2.11.5 for that UNE, arrangement, or circuit, as the case may be. **CLEC also is responsible for paying all non-recurring charges associated with any disconnects or conversions, whether initiated by **CLEC or CenturyTel pursuant to this provision.

2.11.5.3.5.4 To the extent that the independent auditor's report concludes that **CLEC failed to comply in all material respects with the service Eligibility Requirements, **CLEC shall reimburse CenturyTel for the actual cost of the independent auditor's work performed in auditing **CLEC's compliance with the service Eligibility Requirements and for CenturyTel's necessary and reasonable internal costs incurred conducting the audit.

2.11.5.3.5.5 **CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. **CLEC will maintain this documentation for the Term of the Agreement plus a period of two (2) years.

2.11.5.3.6 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, **CLEC shall fully comply with this Section 2.11.5 in all cases and, further, the failure of CenturyTel to require such compliance, including if CenturyTel provides a circuit(s), an EEL(s) or a Commingled arrangement that does not meet any Eligibility Requirement in Section 2.11.5, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.12 Conversion of Wholesale Services to UNEs.

2.12.1 CenturyTel shall only convert a wholesale service to a UNE or UNE Combination if **CLEC would be entitled to obtain that UNE or UNE Combination if it ordered it directly and not as a conversion. In requesting a conversion of a CenturyTel service, **CLEC must submit its conversion orders in accordance with the guidelines and ordering requirements in CenturyTel's Service Guide that are applicable to converting the particular CenturyTel service sought to be converted. CenturyTel shall begin billing **CLEC at the pricing applicable to the converted service arrangement as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not

limited to, **CLEC's submission of a complete and accurate LSR/ASR requesting the conversion. The charges applicable to such conversion requests are set forth in Article XI (Pricing) and such charges shall apply to any **CLEC request to convert a wholesale service to a UNE.

- 2.12.2 Except as agreed to by the Parties, CenturyTel shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or Combination of UNEs available under Section 251(c)(3). Nothing in this Section prohibits CenturyTel from imposing early termination charges otherwise applicable under the State or federal special access tariff to **CLEC's termination of existing long-term contract(s) under which **CLEC is obtaining a discount.
 - 2.12.3 In converting **CLEC's wholesale service(s) to UNEs or UNE Combinations, CenturyTel will endeavor to make the conversion seamless to **CLEC's End User Customer and will not unreasonably create any avoidable disruption to **CLEC's customer's service or degradation in service quality. The interval for completing conversions shall be mutually negotiated between the Parties.
 - 2.12.4 Nothing in this Article or Agreement is intended to permit or permits **CLEC to supersede or dissolve any contract with CenturyTel related to services that might be affected by Section 2.12, including but not limited to, contracts under which **CLEC obtains discounted special access services. **CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.
 - 2.12.5 When **CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 C.F.R. § 69.115, **CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.
- 2.13 Commingling.
- 2.13.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE or a Combination of UNEs with wholesale services obtained from CenturyTel. "Commingling" means the act of commingling. "Commingled Arrangement" means the arrangement created by Commingling.
 - 2.13.2 Except as prohibited or restricted in Section 2 and, further, subject to other applicable provisions of this Agreement, CenturyTel shall permit **CLEC

to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from CenturyTel to the extent required by Applicable Law.

- 2.13.3 Upon request, and subject to Section 2, CenturyTel shall perform the functions necessary to Commingle a UNE or a Combination of UNEs with one or more facilities or services that **CLEC has obtained at wholesale from CenturyTel (as well as requests where **CLEC also wants CenturyTel to complete the actual Commingling), except that CenturyTel shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including where network reliability and security would be impaired; or (ii) CenturyTel's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with CenturyTel's network.
- 2.13.4 All requests for Commingling or a Commingled Arrangement shall be made by **CLEC in accordance with the BFR process.
- 2.13.5 In any such BFR, when ordering Commingling or a Commingled Arrangement, **CLEC must designate, among other things: the UNE(s), Combination of UNEs, and the facilities or services that **CLEC has obtained at wholesale from CenturyTel sought to be Commingled and the needed location(s); the order in which such UNEs, such Combinations of UNEs, and such facilities and services are to be Commingled; and how each connection (*e.g.*, cross-connected) is to be made between them. CenturyTel shall take all reasonable steps to implement **CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to **CLEC's customer's service.
- 2.13.6 CenturyTel shall charge **CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that **CLEC has obtained at wholesale from CenturyTel. If any Commingling requested by **CLEC requires physical work to be performed by CenturyTel, CenturyTel shall charge **CLEC a fee calculated using the Time and Material Charges as reflected in Article XI (Pricing). With respect to a BFR in which **CLEC requests CenturyTel to perform work not required by this Section 2.13, **CLEC shall be charged a market-based rate for any such work.
- 2.13.7 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any CenturyTel tariff, including without limitation CTEL Tariff F.C.C. No. 3 or 4 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending

of the rates of any UNE component(s) of the Commingled Arrangement with any special access component(s), *i.e.*, no ratcheting of the Commingled Arrangement. Commingling will not affect the prices of the UNEs or UNE Combinations involved in the Commingled Arrangement. Rather, such UNE and UNE Combination prices shall be as set forth in this Agreement.

- 2.13.8 Nothing in this Agreement shall impose any obligation on CenturyTel to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit **CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by Applicable Law.
- 2.13.9 Where a Commingled Arrangement to be provided to **CLEC involves a Section 251 UNE Combination as well as Commingling, the applicable eligibility requirements, if any, for both Commingling and the Combination must be satisfied.
- 2.14 Testing, Installation, Maintenance & Repair. Subject to the terms of this Article and Article VIII (Maintenance), CenturyTel is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyTel is not otherwise responsible for the Telecommunications Services provided by **CLEC through the use of those Network Elements.
 - 2.14.1 Maintenance and Repair. CenturyTel's maintenance and repair of UNEs provided to **CLEC under this Article shall be governed by the terms and conditions of Article VIII (Maintenance). Contact telephone numbers for CenturyTel's maintenance and repair centers are contained in the CenturyTel Service Guide.
 - 2.14.2 Testing. The UNEs provided pursuant to this Agreement will be available to CenturyTel at all commercially reasonable times in order to permit CenturyTel to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No billing credit will be allowed **CLEC for any interruptions involved during such tests and adjustments.
 - 2.14.2.1 When Network Elements are provisioned by CenturyTel on an individual element basis (whether or not such elements are combined by **CLEC with other elements provided by CenturyTel or **CLEC):
 - (a) CenturyTel will perform testing necessary or reasonably requested by **CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

- (b) CenturyTel will repair and maintain such element to ensure that the UNE continues to meet the technical parameters established for each UNE. **CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by **CLEC.
- (c) CenturyTel will cooperate with **CLEC in any technically feasible testing necessary or reasonably requested by **CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

2.14.2.2 When Network Elements are provisioned by CenturyTel in Combination:

- (a) CenturyTel will perform testing necessary or reasonably requested by **CLEC to determine that such Combination and each UNE included in such Combination is capable of meeting the technical parameters of the Combination.
- (b) CenturyTel will repair and maintain such Combination and each UNE included in such Combination to ensure that such UNE continues to meet the technical parameters of the Combination.
- (c) CenturyTel will cooperate with **CLEC in any technically feasible testing necessary or reasonably requested by **CLEC to determine end-to-end transmission and circuit functionality of such Combination.

- 2.15 Effect of **CLEC Disconnecting a UNE. Where UNEs provided to **CLEC are dedicated to a single End User, if such elements are for any reason disconnected, they will be made available to CenturyTel for future provisioning needs unless such element is disconnected in error. **CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of **CLEC's End User's services.
- 2.16 Parties Responsible for Own Services. Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.
- 2.17 Ownership of UNE Facilities. The use of the terms "purchase" or "lease" herein notwithstanding, UNEs provided to **CLEC under the provisions of this Article will remain the property of CenturyTel. However, unless otherwise agreed by the

Parties, **CLEC shall have exclusive use of a UNE purchased or leased under this Article for the period of time during which the terms of this Article are in effect, unless **CLEC sooner relinquishes its use of such facility pursuant to the terms of this Agreement.

- 2.18 Impairment of Service. **CLEC's use of any CenturyTel UNE, or of its own equipment or facilities in conjunction with any CenturyTel UNE, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue **CLEC's offending service or refuse service if **CLEC violates this provision.
- 2.19 Performance of Unbundled Network Elements.
- 2.19.1 Upon **CLEC's specific request, CenturyTel shall provide **CLEC technical information about CenturyTel's network facilities sufficient to facilitate **CLEC's access to UNEs consistent with the requirements of Applicable Law and this Agreement.
- 2.19.2 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51.325-335. **CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesign or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations or procedure of CenturyTel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.20 Equipment Compatibility. **CLEC will use and/or connect equipment and facilities to UNEs obtained from CenturyTel that are compatible with such UNEs.
- 2.21 Denial of UNE Request. In the event that CenturyTel asserts that it does not have the ability to provide the requested Network Elements, CenturyTel shall provide an explanation of the reason CenturyTel cannot provide the requested Network Elements. If the reason that CenturyTel cannot provide the requested Network Elements is due to a lack of facilities, CenturyTel shall have no obligation to construct such Network Elements at **CLEC's request. However, **CLEC may request to work with CenturyTel to establish a construction plan, and **CLEC

shall bear all costs associated with engineering and construction of any additional Network Elements at **CLEC's request and/or for **CLEC's use.

3.0 NETWORK INTERFACE DEVICE

- 3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, CenturyTel also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to Section 2.0 and its subsections, CenturyTel shall provide access to the NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Article XI (Pricing), and such rates and charges shall apply.
- 3.2 The NID UNE is defined as any means of interconnection of customer premises wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User Customer's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, maintenance and control of the End User Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.
- 3.3 **CLEC may obtain unbundled access to the NID on CenturyTel's network side or the End User Customer Access side on a stand-alone basis to permit **CLEC to connect its own loop facilities to the premises wiring at any customer location. **CLEC may not connect to the End User Customer Access side of the NID except as a UNE in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by **CLEC will be performed by CenturyTel based on the Time and Material Charges set out in Article XI (Pricing). CenturyTel, at the request of **CLEC, will disconnect the CenturyTel Local Loop from the NID, at charges reflected in Article XI (Pricing). **CLEC may elect to disconnect CenturyTel's Local Loop from the NID on the Customer Access side of the NID, but **CLEC shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall **CLEC connect to either side of the NID, even as an ordered UNE, unless the CenturyTel network is first disconnected from the NID as set forth in this Article.
- 3.4 With respect to multiple dwelling units or multiple-unit business premises, **CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyTel's NID.
- 3.5 CenturyTel shall be under no obligation to install a NID in order to enable **CLEC to interconnect to such NID, but CenturyTel shall make available to

****CLEC** any NID that exists at the time ****CLEC** seeks interconnections to a NID to serve an End User Customer. The NIDs that ****CLEC** uses under this Article will be existing NIDs already installed by CenturyTel to serve its End Users.

- 3.6 In no case shall ****CLEC** access, remove, disconnect or in any other way rearrange CenturyTel's loop facilities from CenturyTel's NIDs, enclosures or protectors. In no case shall ****CLEC** attach to, remove or disconnect ground wires from CenturyTel's NIDs, enclosures or protectors. In no case shall ****CLEC** remove or disconnect NID modules, protectors or terminals from CenturyTel's NID enclosures.
- 3.7 ****CLEC** may access the End User Customer Access side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to ****CLEC**'s own NID without any charge to ****CLEC** being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by ****CLEC** in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyTel NID.
- 3.8 ****CLEC** may request any additional types of access to the NID not specifically referenced above. CenturyTel will consider the requested type of access via the BFR process set forth in Article III, Section 10.

4.0 LOCAL LOOP

- 4.1 General. Subject to Section 2.0 and its subsections, CenturyTel will provide ****CLEC** unbundled Local Loops under the following terms and conditions. Rates and charges applicable to UNE Local Loops are set forth in Article XI (Pricing).
- 4.2 Local Loops. A "Local Loop" is a transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an End User Customer's premises. To the extent required by Applicable Law, CenturyTel will make available the UNE loops set forth below between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an End User's premises. The Parties acknowledge and agree that CenturyTel shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. The Local Loop UNE includes all features, functions and capabilities of the transmission facility, including the NID and attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices used to establish the transmission path to the End User Customer's premises, as well as any inside wire owned or controlled by CenturyTel that is part of that transmission path.

- 4.2.1 The Local Loop UNE includes, but is not limited to, copper 2-wire and 4-wire analog loops and, to the extent required by Applicable Law, DS1 Loops, DS3 Loops, and other high capacity loops, where such loops are deployed in CenturyTel Wire Centers.
- 4.2.2 The availability of DS1 loops, DS3 loops and other high-capacity loops also are subject to the limitations and requirements set forth in Section 4.7 below.
- 4.2.3 Pursuant to the terms and conditions contained in Article VII (xDSL), **CLEC may order xDSL-capable loops and/or line conditioning for copper loops in order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).
- 4.2.4 **CLEC agrees to operate each loop type within industry-standard technical descriptions and parameters.
- 4.2.5 If **CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyTel will, where available, move the requested unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop. If, however, no spare loop facility is available for unbundling, CenturyTel will notify **CLEC of the lack of available facilities.
- 4.2.6 When a Local Loop UNE is ordered to a high voltage area, the Parties understand and agree that the Local Loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and **CLEC's End User Customer. Therefore, any request by **CLEC for a Local Loop UNE to a high voltage area will be submitted by **CLEC to CenturyTel. If **CLEC requests that CenturyTel provision the HVPE, **CLEC shall be required to pay CenturyTel on an individual-case basis (ICB) for the HVPE that is provisioned by CenturyTel to **CLEC in connection with **CLEC's UNE loop order to the high voltage area.
- 4.2.7 To the extent **CLEC intends to use the services and/or facilities provided under this Section 4 in Combinations and/or Commingled Arrangements, such services and/or facilities shall be subject to the Eligibility Requirements set forth in Section 2.11.5. **CLEC shall not utilize Combinations of UNEs that include unbundled DS1 or DS3 loops and unbundled DS1 or DS3 Dedicated Transport to create high-capacity EELs unless **CLEC certifies to CenturyTel that the EELs meet the Eligibility Requirements set forth in Section 2.11.5.

4.3 Routine Network Modifications to UNE Loops.

- 4.3.1 CenturyTel shall make routine network modifications to unbundled loop facilities used by **CLEC where the requested loop facility has already been constructed. CenturyTel shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
 - 4.3.2 A “routine network modification” is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyTel ordinarily attaches to a loop to activate such loop for its own customer. Routine network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
 - 4.3.3 Routine network modifications do not include: the construction of a new loop; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (*e.g.*, controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform these and other similar activities for **CLEC.
 - 4.3.4 CenturyTel shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyTel’s retail End User Customers.
 - 4.3.5 CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in Article XI (Pricing). If a rate for any routine network modification does not appear in Article XI (Pricing), the tariffed rate for the activity or an analogous activity shall apply. If there is no rate for such activity in Article XI (Pricing), and no rate for the activity or an analogous activity in an applicable tariff, such rate shall be determined on an individual-case-basis and shall reflect the actual costs of Time and Materials Charges required to perform the routine network modification.
- 4.4 The following types of Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Article XI (Pricing):

- 4.4.1 2-Wire Analog Loop. A “2-Wire Analog Loop” is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.4.2 4-Wire Analog Loop. A “4-Wire Analog Loop” is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.
- 4.4.3 2-Wire Digital Loop. A “2-Wire Digital Loop 160 Kbps” is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.4.4 4-Wire DS1 Digital Loop. A “DS1 4-Wire Digital Loop 1.544 Mbps” is a transmission facility from the CenturyTel Central Office to the End User premises that will support DS1 service (*i.e.*, usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.4.5 DS3 Digital Loop. A “DS3 Digital Loop” provides a digital, 45 Mbps transmission facility from the CenturyTel Central Office to the End User premises.
- 4.5 Hybrid Loops.
 - 4.5.1 A “Hybrid Loop” is a Local Loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At **CLEC’s request, CenturyTel shall provide **CLEC access to a Hybrid Loop as set forth in this Section.
 - 4.5.2 Broadband Services. When **CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, CenturyTel will provide **CLEC with nondiscriminatory access to time division multiplexing features, functions, and capabilities of that Hybrid Loop (but only where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between CenturyTel’s Central Office and an End User Customer’s premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
 - 4.5.3 Narrowband Services. For narrowband access, CenturyTel may elect to provide **CLEC nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or to a spare home-run copper loop serving

that customer on an unbundled basis. CenturyTel shall not be required to provide **CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.

4.6 Fiber Loops.

4.6.1 Definitions.

4.6.1.1 A “fiber-to-the-home (FTTH)” loop is a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).

4.6.1.2 A “fiber-to-the-curb (FTTC)” loop is a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU’s MPOE. The fiber optic cable in the FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer’s premises.

4.6.2 CenturyTel is not required to provide **CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel deploys such loop to an End User Customer’s premises that previously has not been served by any loop facility.

4.6.3 CenturyTel is not required to provide **CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel has deployed such a loop in parallel to, or in replacement of, an existing copper loop facility, except that:

4.6.3.1 CenturyTel will maintain the existing copper loop connected to the particular End User Customer’s premises after deploying the FTTH or FTTC loop and provide **CLEC non-discriminatory access to that copper loop on an unbundled basis unless CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv).

4.6.3.2 If CenturyTel maintains the existing copper loop pursuant to Section 4.7.3.1, CenturyTel is not required to incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request from **CLEC

pursuant to Section 4.6.3.1, in which case CenturyTel will restore the copper loop to serviceable condition upon **CLEC's request.

4.6.3.3 If CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv), CenturyTel will provide **CLEC non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

4.6.4 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home (FTTH) loop, CenturyTel will comply with:

4.6.4.1 The network disclosure requirements set forth in Section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325 through 51.335; and

4.6.4.2 Any applicable state requirements.

4.7 Access to DS1 and DS3 Loops.

4.7.1 Pursuant to Applicable Law, **CLEC's access to high-capacity loops under Section 251 of the Act shall be limited with respect to high-capacity loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions shall apply:

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. § 51.5.

(B) A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Article (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all Telecommunications Services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all Telecommunications Services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting

wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.

- (C) A “business line” is defined in accordance with 47 C.F.R. § 51.5.

- 4.7.1.1 CenturyTel shall provide **CLEC DS1 loops to any building that is not served by a CenturyTel Wire Center with at least 60,000 business lines and at least four (4) fiber-based collocators (DS1 Loop Threshold), except that **CLEC shall not be entitled to obtain more than ten (10) DS1 loops to a single building.
- 4.7.1.2 CenturyTel shall provide **CLEC DS3 loops to any building not served by a CenturyTel Wire Center with at least 38,000 business lines and at least four (4) fiber-based collocators (DS3 Loop Threshold), except that **CLEC shall not be entitled to obtain more than one (1) DS3 loop to a single building.
- 4.7.1.3 CenturyTel Wire Centers meeting the DS1 Loop Threshold (with at least 60,000 business lines and at least four (4) fiber-based collocators) at the time this Agreement becomes effective are listed in Exhibit A. CenturyTel Wire Centers meeting the DS3 Loop Threshold (with at least 38,000 business lines and at least four (4) fiber-based collocators) at the time this Agreement becomes effective also are listed in Exhibit A. Additionally, CenturyTel will post a list on its provided Website identifying its Wire Centers that it asserts meets the thresholds set forth in Section 4.7.1.1 and 4.7.1.2. If CenturyTel later identifies Wire Centers in addition to those listed on Exhibit A or its Website posting that exceed the thresholds identified above, CenturyTel will provide **CLEC notice in accordance with the notice provisions of this Agreement. **CLEC shall not be able to order new DS1 or DS3 loops in any Wire Centers identified as having met the applicable threshold either through having been listed in Exhibit A, posted on CenturyTel’s Website, or subsequently notified by CenturyTel. If any carrier has disputed a CenturyTel Wire Center designation before the Commission, and the Commission determined that a

particular CenturyTel Wire Center had met an applicable threshold, **CLEC agrees to abide by the Commission's prior decision.

4.7.2 Self-certification with respect to DS1 and DS3 loops.

4.7.2.1 **CLEC shall undertake a diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop satisfies the threshold requirements set forth in Section 4.7.1 and its subsections above prior to submitting its order to CenturyTel. Exhibit A identifies the wire centers having met the thresholds set forth in Section 4.7.1.1 (DS1 Loop Threshold) and 4.7.1.2 (DS3 Loop Threshold), and those Sections shall apply. Where Exhibit A or CenturyTel's posted list does not identify a Wire Center(s) relevant to **CLEC's order for DS1 or DS3 UNE loop(s), **CLEC shall self-certify that, based on its diligent inquiry, it is **CLEC's belief that its order satisfies the threshold requirements for loop availability in Section 4.7.1 and its subsections with respect to the particular UNE(s) sought. CenturyTel shall have the right to contest any such orders and/or **CLEC's ability to obtain a requested DS1 or DS3 UNE loop by notifying **CLEC in writing of its dispute. If the Parties are unable to resolve the dispute within thirty (30) days of CenturyTel's written dispute notice, CenturyTel may initiate binding arbitration pursuant to Section 20.3 of Article III, without any further requirement to first engage in further negotiations. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (*i.e.*, the determination has not been stayed pending appeal, if an appeal is being pursued) that **CLEC was not entitled to the provisioned DS1 or DS3 UNE loop, the rates paid by **CLEC for the affected loop shall be subject to true-up, and **CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within thirty (30) days of such determination. If **CLEC does not transition the loop within the thirty (30)-day period, then CenturyTel may disconnect the loop or convert it to an analogous service without the need to seek and obtain **CLEC's consent. **CLEC also shall be required to true-up any payments made to CenturyTel since the date on which it self-certified such loop. **CLEC shall be responsible for paying any charges associated with disconnecting or converting such loops.

4.8 Dark Fiber Loops. CenturyTel shall not be required to provide **CLEC access to Dark Fiber loops on an unbundled basis.

5.0 SUBLOOPS

- 5.1 Subject to Section 2.0 and its subsections, CenturyTel will provide unbundled access to copper subloops and subloops for access to multiunit premises wiring under the following terms and conditions. CenturyTel will consider and respond to all requests for access to subloops through the BFR process set forth in Article III, Section 10, except as expressly modified by the provisions of this Section 5. Sound engineering judgment will be utilized to ensure network security and integrity. Each **CLEC request for subloops will be analyzed on a case-by-case basis. A BFR shall not be required from **CLEC to develop a subloop access arrangement in a location where such an arrangement already exists and is available for use by **CLEC.
- 5.2 CenturyTel is not required to provide **CLEC access to Dark Fiber subloops. The copper subloops that CenturyTel will offer under the terms of this Section 5 shall be “spare,” meaning that they shall be an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to **CLEC and **CLEC has requested reuse of the subloop and will port the customer’s telephone number to **CLEC. If a subloop has been disconnected, and thus an End User Customer is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop will be considered an existing spare portion of the loop.
- 5.3 Copper Subloops. CenturyTel will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a copper loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyTel’s outside plant, including inside wire owned or controlled by CenturyTel, and the End User Customer premises. A copper subloop can also include intermediate devices, such as repeaters and load coils, used to establish the transmission path. Copper subloops can be used by **CLEC to provide voice-grade services as well as Digital Subscriber Line (DSL) services. Copper subloop consists of the distribution portion of the copper loop. CenturyTel is not obligated to offer feeder loop plant as a stand-alone UNE.
- 5.3.1 For purposes of this Section 5.3, an “accessible terminal” is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface (SAI), the network interface device (NID), the minimum point of entry (MPOE), any remote terminal (R/T), and the feeder/distribution interface (FDI).
- 5.3.2 Access to copper subloops is subject to the Collocation provisions of this Agreement. **CLEC will establish Collocation using the Collocation process as set forth in Article IX (Additional Services) this Agreement, or

will establish an access arrangement to obtain access to subloops in accordance with the BFR process set out in Article III, Section 10.

- 5.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. Subloop inquiries do not serve to reserve subloop(s).
- 5.5 Construction of a facility arrangement that provides **CLEC with access to the subloops it requests may take up to ninety (90) days to complete depending upon project size and scope. The time period begins when **CLEC submits to CenturyTel written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after a Final Quote has been accepted by **CLEC through the BFR process. The balance of the payment shall be made upon completion of construction and testing of the subloop(s).
 - 5.5.1 In the event **CLEC disputes the cost quoted by CenturyTel, **CLEC may initiate dispute resolution under the procedures set forth in Article III of this Agreement. CenturyTel will proceed with construction of the arrangement upon receipt from **CLEC of not less than fifty percent (50%) of the total estimated costs even if **CLEC has disputed the cost and initiated dispute resolution.
 - 5.5.2 **CLEC's payment shall be subject to "true-up," if applicable, upon resolution of the dispute in accordance with the dispute resolution procedures.
- 5.6 Upon completion of the construction activity, **CLEC will be allowed to test the installation with a CenturyTel technician. If **CLEC desires test access to the arrangement for subloops, **CLEC must place its own test point in its cable prior to cable entry into CenturyTel's interconnection point. Once **CLEC has paid the balance of payment due CenturyTel in accordance with Section 5.5 above, **CLEC may place an order for subloops at the location. Whether **CLEC places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement **CLEC seeks. Prices at which CenturyTel will provide **CLEC with subloops at that location shall be determined through the BFR process. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyTel as part of the development of the price quote in the BFR process.
- 5.7 Multiunit premises wiring. CenturyTel will make available to **CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is

wire owned or controlled by CenturyTel at a multiunit customer premises between the minimum point of entry and the point of demarcation.

- 5.7.1. For purposes of this Section 5.7, an “accessible terminal” is any point in CenturyTel’s network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the MPOE, the single point of interconnection, and the FDI.
 - 5.7.2. Upon request for interconnection at a multiunit premises where CenturyTel owns or controls wiring, CenturyTel will provide a single point of interconnection that is suitable for use by multiple carriers in accordance with Applicable Law.
 - 5.7.3. CenturyTel will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 5.8 Facility Relocation. The Parties agree to work cooperatively and in good faith in the event that CenturyTel is required to undertake a relocation of its facilities that include **CLEC’s subloop arrangement(s). CenturyTel shall notify **CLEC of pending relocation as soon as reasonably possible after CenturyTel receives such notice from the property owner or governmental entity that CenturyTel must relocate its ILEC facilities. Notice shall be provided in accordance with the notice provisions in Article III of this Agreement. CenturyTel’s notice shall specify a date, reasonable under the circumstances of the pending relocation, by which **CLEC must inform CenturyTel of its intention to remain, or not remain, in an access arrangement for subloop(s) following the relocation. If CenturyTel receives no response to such notice by the date specified in CenturyTel’s notice, **CLEC shall be deemed to have determined not to remain, **CLEC’s facilities will be removed, and **CLEC will be billed and required to pay as provided in Section 5.8.2 below.
- 5.8.1. If **CLEC notifies CenturyTel that it intends to remain in a subloop arrangement following relocation, CenturyTel shall then provide **CLEC a written estimate of the reasonable cost to terminate **CLEC’s facilities as part of the relocation of the site. The estimate shall be provided to **CLEC within thirty (30) Business Days after such notification is provided by **CLEC. **CLEC then shall notify CenturyTel of acceptance or rejection of the new subloop access arrangement within ten (10) Business Days of its receipt of CenturyTel’s estimate. Upon notification of its acceptance of the CenturyTel relocation estimate, **CLEC shall pay at least 50% of the relocation costs.

- 5.8.2 If **CLEC decides not to continue in a subloop access arrangement following relocation, **CLEC will notify CenturyTel as to the date that CenturyTel may remove **CLEC's facilities from the arrangement that CenturyTel is required to relocate. **CLEC will pay CenturyTel for all actual costs incurred by CenturyTel associated with the removal of **CLEC's facilities.

6.0 DEDICATED TRANSPORT

- 6.1 Subject to Section 2.0 and its subsections, CenturyTel will provide unbundled Dedicated Transport in accordance with the following terms and conditions. Dedicated Transport unbundled under Section 251 of the Act shall be provided subject to the location limitations set forth in Section 6.5 of this Article. Rates and charges applicable to unbundled Dedicated Transport are set forth in Article XI (Pricing).
- 6.2 Notwithstanding any other provision of this Article, CenturyTel is not obligated to provide **CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyTel's Wire Centers (*i.e.*, Entrance Facilities). If **CLEC leases Entrance Facilities from CenturyTel, applicable special access rates shall apply.
- 6.3 Definitions. In addition to the applicable definitions set forth in Article II, the following definitions also shall apply for purposes of this Section 6.0:

6.3.1 Wire Center "Tiers"

- (A) "Tier 1" Wire Centers are those CenturyTel Wire Centers that contain at least four (4) fiber-based collocators, at least 38,000 business lines, or both. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. Exhibit A to this Article contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 1 Wire Center at the time this Agreement becomes effective.
- (B) "Tier 2" Wire Centers are those CenturyTel Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center. Exhibit A to this Article contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 2 Wire Center at the time this Agreement becomes effective.

- (C) “Tier 3” Wire Centers are those CenturyTel Wire Centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

6.4 General.

- 6.4.1 CenturyTel will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).
- 6.4.2 CenturyTel is not obligated to provide **CLEC unbundled access to entrance facilities. CenturyTel shall not be required to provide **CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyTel’s Wire Centers.
- 6.4.3 Subject to the caps set forth in Section 6.5, unbundled Dedicated Transport will be provided only where such facilities are Currently Available at the time of **CLEC’s request, and only over routes where CenturyTel is required to make Dedicated Transport available pursuant to Applicable Law.
- 6.4.4 Other optional features available to **CLEC with unbundled Dedicated Transport (*e.g.*, multiplexing) are available at the rates set forth in Article XI (Pricing).
- 6.4.5 CenturyTel will be responsible for engineering, provisioning, and maintaining the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by **CLEC.
- 6.4.6 Access to unbundled Dedicated Transport will be provided via Collocation or via entrance facilities purchased from a third party or from CenturyTel under applicable access tariffs. If **CLEC provides the circuit between its premises collocated in CenturyTel’s Central Office or Wire Center and CenturyTel’s network, then the cross-connect rates contained in CenturyTel’s applicable Physical Collocation tariff shall apply.
- 6.4.7 The ordering process and standard provisioning intervals applicable to unbundled Dedicated Transport are set forth in the CenturyTel Service Guide, and such process and intervals shall apply.
- 6.4.8 To the extent **CLEC intends to use the services and/or facilities provided under this Section 6.0 in Combinations and/or Commingled Arrangements, such services and/or facilities shall be subject to the Eligibility Requirements set forth in Section 2.11.5. **CLEC shall not utilize Combinations of UNEs that include unbundled DS1 or DS3 loops and unbundled DS1 or DS3 Dedicated Transport to create high-capacity

EELs unless **CLEC certifies to CenturyTel that the EELs meet the Eligibility Requirements set forth in Section 2.11.5.

6.5 Limitations on Access to Unbundled DS1 and DS3 Dedicated Transport.

- 6.5.1 DS1 Dedicated Transport Availability Requirements and Cap. CenturyTel will provide DS1 Dedicated Transport, unbundled pursuant to Section 251 of the Act, on all routes between CenturyTel Wire Centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for CenturyTel Wire Centers are set forth in Section 6.3.1 of this Article.) In other words, CenturyTel will unbundled DS1 Dedicated Transport if a Wire Center at either end of **CLEC's requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. **CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.
- 6.5.2 DS3 Dedicated Transport Availability Requirements and Cap. CenturyTel will provide DS3 Dedicated Transport, unbundled pursuant to Section 251 of the Act, on all routes between CenturyTel Wire Centers that are classified as Tier 3 on one or both ends of the route. (The classification criteria for CenturyTel Wire Centers are set forth in Section 6.3.1 of this Article.) **CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.
- 6.5.4 **CLEC shall undertake a diligent inquiry to determine whether an order for an unbundled DS1 and/or DS3 Dedicated Transport circuit satisfies the applicable availability requirements set forth in Sections 6.5.1 through 6.5.2 above prior to submitting its order to CenturyTel. **CLEC shall self-certify that, based on that reasonable inquiry, it is **CLEC's belief that its order satisfies the availability requirements in Sections 6.5.1 through 6.5.2, as applicable, to the particular UNE(s) sought. If **CLEC's self-certification complies with this Section, CenturyTel shall provision the requested DS1 and/or DS3 Dedicated Transport circuit in accordance with **CLEC's order and within CenturyTel's standard provisioning interval applicable to such circuits. CenturyTel shall have the right to contest such orders and **CLEC's ability to obtain a requested DS1 and/or DS3 Dedicated Transport UNE by notifying **CLEC in writing of its dispute. If the Parties are unable to resolve the dispute within thirty (30) days of CenturyTel's written dispute notice, CenturyTel may initiate binding arbitration pursuant to Section 20.3 of Article III, without any further requirement to first engage in further negotiations. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (*i.e.*, the determination has

not been stayed pending appeal, if an appeal is being pursued) that **CLEC was not entitled to the provisioned DS1 and/or DS3 Dedicated Transport UNE, the rates paid by **CLEC for the affected transport shall be subject to true-up, and **CLEC shall be required to transition from the DS1 and/or DS3 transport UNE to an alternative service/facility within thirty (30) days of such determination. If **CLEC does not disconnect the circuit or transition the transport circuit to special access, or another CenturyTel service on which the Parties mutually agree, within the thirty (30)-day period, then CenturyTel may disconnect the transport circuit or convert it to a special access circuit without the need to seek and obtain **CLEC's consent. **CLEC also shall be required to true-up any payments made to CenturyTel since the date on which it self-certified such transport UNE. **CLEC shall be responsible for paying any charges associated with disconnecting or converting such transport.

6.6 Routine Network Modifications for Unbundled Dedicated Transport.

- 6.6.1 CenturyTel shall make routine network modifications to unbundled Dedicated Transport facilities used by **CLEC where the requested unbundled Dedicated Transport facilities have already been constructed. CenturyTel shall perform routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the unbundled Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 6.6.2 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; or performing activities needed to enable **CLEC to light a Dark Fiber transport facility. Routine network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 6.6.3 Routine network modifications do not include: the construction of new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or

reconfiguring packetized transmission facility. CenturyTel is not obligated to perform these and other similar activities for **CLEC.

- 6.6.4 CenturyTel shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyTel's retail End User Customers.
- 6.6.5 CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in Article XI (Pricing). If a rate for any routine network modification does not appear in Article XI (Pricing), the tariffed rate for the activity or an analogous activity shall apply. If there is no rate for such activity in Article XI (Pricing), and no rate for the activity or an analogous activity in an applicable tariff, such rate shall be determined on an individual-case-basis and shall reflect the actual costs of time and materials required to perform the routine network modification.

6.7 Diversity.

- 6.7.1 When requested by **CLEC, where such interoffice facilities are Currently Available at the time of **CLEC's request, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, CenturyTel will not guarantee that diversity will be made available.
- 6.7.2 CenturyTel shall provide, in the same manner as CenturyTel does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by **CLEC shall be subject to additional charges. Where physical diversity does not exist for Dedicated Transport requested by **CLEC, **CLEC may request such diversity through the BFR process. When additional costs are incurred by CenturyTel for **CLEC-specific diversity, CenturyTel will advise **CLEC of the applicable additional charges. CenturyTel will not process the request for diversity until **CLEC accepts such charges.
- 6.7.3 **CLEC's additional cost for requested Dedicated Transport diversity shall be determined via the BFR process.

7.0 DARK FIBER DEDICATED TRANSPORT

- 7.1 Subject to Section 2.0 and its subsections, CenturyTel shall provide access to unbundled Dark Fiber Dedicated Transport under the following terms and

conditions. Rates and charges applicable to Dark Fiber Dedicated Transport will be provided through the BFR process.

7.2 Definitions.

- 7.2.1 “Dark Fiber” is fiber facility that has not been activated through connection to the electronics that “light” it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyTel’s network that is in place and easily called into service. “Spare” Dark Fiber is determined by the formula in Section 7.4.
- 7.2.2 “Dark Fiber Dedicated Transport” is defined as CenturyTel’s unactivated optical interoffice transmission facilities, dedicated to **CLEC, that are within CenturyTel’s network and connect CenturyTel switches or Wire Centers within the same LATA and state. Dark Fiber Dedicated Transport does not include transmission facilities between the CenturyTel network and **CLEC’s network or the location of **CLEC’s equipment.
- 7.2.3 Wire Center “Tiers.” For purposes of this Section 7, Wire Center “Tiers” shall have the same meaning as the Wire Center “Tiers” defined in Section 6.2.4 and its subparts.

7.3 Dark Fiber Dedicated Transport.

- 7.3.1 CenturyTel will provide unbundled Dark Fiber Dedicated Transport between any pair of CenturyTel’s Wire Centers, except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. In other words, CenturyTel will provide unbundled Dark Fiber Dedicated Transport only if a CenturyTel Wire Center on either end of the route requested by **CLEC is a Tier 3 Wire Center.
- 7.3.2 On routes where CenturyTel is required to unbundled Dark Fiber Dedicated Transport pursuant to Section 7.3.1, CenturyTel will, upon **CLEC’s request, provide **CLEC with an unbundled Dedicated Transport Dark Fiber segment that is considered “spare” as determined in Section 7.4 below.
- 7.3.3 On routes where CenturyTel is required to unbundled Dark Fiber Dedicated Transport pursuant to Section 7.3.1, CenturyTel will only provide **CLEC access to such unbundled transport where **CLEC has Collocation space in each CenturyTel Central Office or Wire Center where the requested Dark Fiber Dedicated Transport fiber(s) terminates.

7.4 “Spare” Fiber Inventory Availability and Condition.

7.4.1 All available spare Dark Fiber will be provided “as is.” No conditioning will be offered, and CenturyTel shall not be required to condition Dark Fiber on **CLEC’s behalf. “Spare” Dark Fiber is fiber that is spliced in all segments, point-to-point, but not assigned. Spare Dark Fiber does not include maintenance spares, fibers set aside for CenturyTel’s forecasted growth, defective fibers or assigned fibers. **CLEC will not obtain any more than 25% of the spare Dark Fiber contained in the requested segment during any two (2)-year period.

7.4.2 Determining Spare Fibers.

7.4.2.1 CenturyTel will inventory Dark Fibers. Spare fibers do not include the following:

7.4.2.1.1 Maintenance Spares. Maintenance spares shall be kept in inventory like a working fiber. However, maintenance spares will be deducted from the total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC. Spare maintenance fibers are assigned and/or determined as follows:

- Cables with twenty-four (24) fibers and less: two (2) maintenance spare fibers;
- Cables with thirty-six (36) and forty-eight (48) fibers: four (4) maintenance spare fibers;
- Cables with seventy-two (72) and ninety-six (96) fibers: eight (8) maintenance spare fibers;
- Cables with one hundred forty-four (144) fibers: twelve (12) maintenance spare fibers;
- Cables with two hundred sixteen (216) fibers: eighteen (18) maintenance spare fibers;
- Cables with two hundred eighty-eight (288) fibers: twenty-four (24) maintenance spare fibers;
- Cables with four hundred thirty-two (432) fibers: thirty-six (36) maintenance spare fibers; and
- Cables with eight hundred sixty-four (864) fibers: seventy-two (72) maintenance spare fibers.

7.4.2.1.2 Defective Fibers. Defective fibers, if any, will be deducted from the total number of spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

7.4.2.1.3 CenturyTel Growth Fibers. CenturyTel's growth fibers are fibers reserved by CenturyTel for utilization due to growth within the twelve (12)-month period following **CLEC's request for Dark Fiber Dedicated Transport. CenturyTel growth fibers will be deducted from the total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

7.4.2.1.4 Assigned Fibers. Assigned fibers are fibers with CenturyTel's or another CLEC's working or pending optronics installations. Assigned fibers will be deducted from the total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

7.4.3 The appropriate CenturyTel engineering organization will maintain records on each fiber optic cable for which **CLEC requests unbundled Dark Fiber Dedicated Transport.

7.4.4 Quantities and Time Frames for Ordering Dark Fiber:

7.4.4.1 The minimum number of fiber strands that **CLEC can order is one (1), and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that **CLEC can order is no greater than 25% of the "spare" facilities in the segment requested. Should spare fiber fall below eight (8) strands in a given location, CenturyTel will provide the remaining spares one strand at a time and in no more than a quantity of two (2) strands.

7.4.4.2 If **CLEC wishes to request Dark Fiber, it must submit a Dark Fiber facility inquiry, providing **CLEC's specific point-to-point (A to Z) Dark Fiber requirements. When **CLEC submits a Dark Fiber facility inquiry, rates for the inquiry will be charged as set forth in Article XI (Pricing).

7.4.4.3 If spare Dark Fiber is available, as determined under Section 7.4, CenturyTel will notify **CLEC, and **CLEC may place an Access Service Request (ASR) for the Dark Fiber.

7.4.4.4 Dark Fiber will be assigned to **CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Facility inquiry checks do not serve to reserve Dark Fiber. When **CLEC submits the ASR, the ASR will be processed and the Dark Fiber facilities will be assigned. Charges applicable to **CLEC's ordering of Dark Fiber are set forth in Article XI (Pricing), and such charges shall apply.

7.4.5 Right of Revocation of Access to Dark Fiber.

7.4.5.1 Should **CLEC not utilize the fiber strand(s) subscribed to within the twelve (12)-month period following the date CenturyTel provided **CLEC the fiber(s), CenturyTel may revoke **CLEC's access to the Dark Fiber and recover those fiber facilities and return them to CenturyTel's inventory.

7.4.5.2 If, at any time, CenturyTel determines that it will not have sufficient fiber to meet its bandwidth requirements within the twelve (12) months following the determination, CenturyTel may reclaim from **CLEC the right to use the Dark Fiber, whether or not **CLEC is utilizing the Dark Fiber. CenturyTel shall provide **CLEC six (6) months' written notice of its intention to reclaim Dark Fiber. CenturyTel will provide an alternative facility for **CLEC with the same bandwidth **CLEC was using prior to reclaiming the facility.

7.4.6 Access Methods Specific to Dark Fiber.

7.4.6.1 At CenturyTel Central Offices, the Dark Fiber terminates on a fiber distribution frame (or its equivalent) in the Central Office. **CLEC's access is provided only through a Collocation arrangement established in accordance with Article IX, Section 5.0.

7.4.6.2 The demarcation point for Dark Fiber at Central Offices, remote terminals and customer premises will be in a CenturyTel-approved splitter shelf. This arrangement allows for non-intrusive testing.

7.4.7 Installation and Maintenance for Dark Fiber.

7.4.7.1 CenturyTel will install demarcation points and place the fiber jumpers from the fiber distribution frame's (or its equivalent) optic terminals to the demarcation point. **CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to **CLEC's collocated equipment.

7.4.7.2 Routine Network Modifications for Unbundled Dark Fiber transport.

7.4.7.2.1 CenturyTel will make routine network modifications to unbundled Dark Fiber Dedicated Transport used by **CLEC for the provision of Telecommunication Services where the requested Dark Fiber Dedicated Transport facilities already have been constructed.

CenturyTel shall perform routine network modifications to unbundled Dark Fiber Dedicated Transport in a nondiscriminatory fashion without regard to whether such fiber being accessed was constructed on behalf, or in accordance with, the specifications of any Telecommunications Carrier.

7.4.7.2.2 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting Dark Fiber Dedicated Transport (*i.e.*, optronics), and CenturyTel is not obligated to perform those activities for **CLEC.

8.0 DIGITAL CROSS-CONNECT SYSTEM (DCS)

8.1 CenturyTel offers a Digital Cross-Connect System (DCS) as a Network Reconfiguration Service (NRS) through its applicable federal Tariff(s), and **CLEC may request NRS pursuant to the terms and conditions of that Tariff.

9.0 CALL-RELATED DATABASES

9.1 Call-related databases are defined as databases other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a Telecommunications Service. Call-related databases include the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and down stream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. Access to the CenturyTel 911 or E911 call-related databases will be provided as described in Article IX (Additional Services).

10.0 CROSS-CONNECTS

10.1 The cross-connect is the media between the CenturyTel distribution frame and a **CLEC-designated collocated space or other CenturyTel UNE purchased by **CLEC under this Agreement and provided by CenturyTel pursuant to Section 251 of the Act.

10.2 CenturyTel offers a choice of loop cross-connects with each unbundled loop type detailed in Article XI (Pricing). CenturyTel will charge **CLEC, and **CLEC agrees to pay, the appropriate rate(s) as shown in Article XI (Pricing). Cross-connects will be made available for loops and Combinations of loops and transport

with the following testing options, at **CLEC's discretion: at both ends of the circuit; at one end of the circuit; or without testing. At **CLEC's request, a cross-connect with testing may be ordered at one end of an EEL circuit and a cross-connect without testing at the other end of that EEL circuit.

- 10.3 Cross-connects to the **CLEC's Collocation arrangement associated with unbundled Local Loops are available with or without automated testing and monitoring capability.
- 10.4 CenturyTel offers the choice of cross-connects with subloop elements. CenturyTel will charge **CLEC the appropriate rate as shown in Article XI (Pricing), labeled "Subloop Cross Connect."

11.0 ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

Subject to Section 2.0 and its subsections, this Section 11 sets forth additional requirements for Unbundled Network Elements that CenturyTel agrees to offer to **CLEC under this Agreement.

11.1 Synchronization.

11.1.1 Definition.

"Synchronization" is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

11.1.2 Technical Requirements.

To the extent technically feasible, CenturyTel will provide synchronization to equipment that is owned by CenturyTel and is used to provide a Network Element to **CLEC in the same manner that CenturyTel provides synchronization to itself.

12.0 PRICING

**CLEC agrees to pay CenturyTel the rates and charges applicable to the UNEs and services it provides to **CLEC pursuant to this Article as such rates and charges are set forth in Article XI (Pricing).

EXHIBIT “A”

WIRE CENTER NAME	CLLI CODE
None	

ARTICLE VII: SPECIFIC TERMS FOR XDSL-CAPABLE UNE LOOPS

1.0 INTRODUCTION

- 1.1 CenturyTel shall provide to **CLEC, in accordance with the Agreement, Article VI (UNEs), this Article and Applicable Law, access to the unbundled Digital Subscriber Line (xDSL)-capable loops identified in this Article; provided, however, that notwithstanding any other provision of this Agreement, CenturyTel shall be obligated to provide access to unbundled xDSL-capable loops to **CLEC only to the extent required by Applicable Law and may decline to provide access to xDSL-capable loops to **CLEC to the extent that provision of such access is not required by Applicable Law. Subject to the foregoing, CenturyTel shall provide **CLEC access to such unbundled xDSL-capable loops at the rates set forth in Article XI (Pricing) of this Agreement.

2.0 DEFINITIONS

- 2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using xDSL technologies.
- 2.1.1 For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper Local Loop transmission facility between a distribution frame (or its equivalent) in a Central Office and the loop demarcation point at an End User Customer premises, that may be conditioned at **CLEC's request for the purpose of **CLEC's provision of xDSL-based services over such loop.
- 2.1.2 For purposes of this Article and as provided for in 47 C.F.R. § 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in CenturyTel's outside plant and the demarcation point at an End User Customer premise, that may be conditioned at **CLEC's request in order for **CLEC to provide xDSL-based services over such subloop. A point of technically feasible access is any point in CenturyTel's outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Article VI (UNEs), Section 5. The subloop and Collocation provisions set forth elsewhere in this Agreement will also apply to the xDSL Subloop.
- 2.2 The term "conditioning" as used herein shall refer to the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications

capability, including Digital Subscriber Line (DSL) service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, repeaters and range extenders. Upon **CLEC's request, CenturyTel shall provide line conditioning at the conditioning rates set forth in Article XI (Pricing) of this Agreement ("Pricing Schedule"), subject to the terms and conditions set forth in this Article. Bridged tap may be "excessive" or "non-excessive" as defined below.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), ISDL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 The term "excessive bridged tap" as used in this Article shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.5 The term "non-excessive bridged tap" as used in this Article shall refer to bridged tap 2,500 feet in total length or less.
- 2.6 For purposes of this Article, a loop technology that is "presumed acceptable for deployment" is one that either (i) complies with existing industry standards, (ii) has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or (iii) has been approved by the FCC, any state commission, or an industry standards body.
- 2.7 For purposes of this Article, "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of subloops, from the demarcation point to **CLEC's subloop access arrangement or engineering controlled splice (as described in Article VI (UNEs)).
- 2.8 For purposes of this Article, "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the Point of Interface located on the horizontal side of the MDF, or, in the case of subloops, from the demarcation point to **CLEC's subloop access arrangement or engineering controlled splice (as described in Article VII: UNEs), by providing a short across the circuit on the tip and ring and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test." Such Continuity Tests shall not interfere with or significantly degrade other Advanced Services or traditional voiceband services. If such interference or degradation occurs during a Continuity Test, the Parties shall immediately discontinue such test.

- 2.9 For purposes of this Article, “Acceptance Testing” shall be defined as the joint testing for xDSL Loops or xDSL Subloops between CenturyTel’s technician, its Local Operations Center (“LOC”) or functionally equivalent service center, and **CLEC’s designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 2.10 For purposes of this Article, “Actual Loop Length” refers to the total physical length of a copper loop from the point where the loop leaves the CenturyTel serving office to the terminal location serving an End User. Any additional length attributable to Central Office wiring, drop wiring, bridged tap, and inside wiring (“wiring”) at an End User Customer’s location is not included in the calculation of Actual Loop Length.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS

- 3.1 CenturyTel will provide an xDSL Loop or xDSL Subloop capable of supporting a technology that is “presumed acceptable for deployment” as defined in Section 2.6.
- 3.2 CenturyTel shall not be required under this Agreement to provide an xDSL Loop or xDSL Subloop capable of supporting a technology that has not be qualified as a technology “presumed acceptable for deployment” pursuant to Section 2.6.
 - 3.2.1 If **CLEC wishes to establish that deployment of a technology falls within the presumption of acceptability under Section 2.6, the burden is on **CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other Advanced Services or traditional voice band services.
- 3.3 In the event **CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **CLEC will provide documentation describing that action to CenturyTel and the Commission before or at the time of its request to deploy that technology in the State. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.4 Unresolved disputes arising under this Article will be handled under the dispute resolution procedures set forth in Article III of this Agreement, unless a different dispute resolution process is specifically set forth in this Article.
- 3.5 For any technology, **CLEC’s use of any CenturyTel Network Element, or of its own equipment or facilities in conjunction with any CenturyTel Network Element, will not materially interfere with or impair service over any facilities of

CenturyTel, its affiliated companies or connecting and concurring carriers involved in CenturyTel services, cause damage to CenturyTel's plant, impair the privacy of any communications carried over CenturyTel's facilities or create hazards to employees or the public. If **CLEC violates this provision, CenturyTel may discontinue the service to **CLEC that is causing the violation and/or may refuse new service to **CLEC where **CLEC is attempting to use the technology that previously caused a violation. Before reconnecting any such discontinued service to **CLEC, **CLEC must demonstrate to CenturyTel's satisfaction that **CLEC's use of the Network Element is not the cause of the network harm.

4.0 xDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

4.1 xDSL-Capable Loops and Subloops.

- 4.1.1 "2-Wire xDSL Loop": A 2-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of Digital Subscriber Line ("DSL") technologies. (The terms and conditions for the 2-Wire Analog Loop shall apply and are set forth in Article VI (UNEs) to this Agreement.) A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by CenturyTel at **CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.
- 4.1.2 "IDSL Loop": An IDSL Loop, for purposes of this Article, is a 2-Wire Digital Loop transmission facility, which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop shall also apply and are set forth in Article VI (UNEs) to this Agreement.) This loop also includes additional Acceptance Testing to ensure that IDSL technology is compatible with the underlying Digital Loop Carrier system, if present. IDSL is not compatible with all Digital Loop Carrier Systems and, therefore, this offering may not be available in all areas. If **CLEC desires to deploy IDSL in a particular CenturyTel exchange, **CLEC must identify the specific exchange in which it desires to deploy, and CenturyTel then will promptly advise **CLEC which CenturyTel Central Offices in that exchange are IDSL-capable. **CLEC shall only order IDSL Loops in those Central Offices which CenturyTel has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

- 4.1.3 “4-Wire xDSL Loop”: A 4-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of DSL technologies. (The terms and conditions for the DS-1 Loop shall also apply and are set forth in Article VI (UNEs) to this Agreement.) A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional and will be performed by CenturyTel at **CLEC’s request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 xDSL Subloop: An xDSL Subloop, for purposes of this Article, is as defined above in Section 2.1.2. The 2-Wire or 4-Wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type and in Article VI (UNEs) to this Agreement. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by CenturyTel. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.
- 4.2 CenturyTel shall be under no obligation to provision loops or subloops in any instance where physical facilities do not already exist.
- 4.3 When **CLEC orders an xDSL Loop or xDSL Subloop that will be used to provide xDSL service, **CLEC will use the applicable ordering code where one has been provided by CenturyTel. Where an applicable ordering code has not been provided by CenturyTel, **CLEC will note that the loop or subloop will be used to provide an xDSL service in the “Remarks” section of the Local Service Request (“LSR”). CenturyTel will bill the applicable standard loop or subloop rate and the applicable conditioning charge(s). **CLEC must provide CenturyTel information on the specific type of xDSL to be ordered and/or the type of technology that **CLEC seeks to deploy. Where **CLEC asserts that the technology it seeks to deploy fits within a generic power spectral density (“PSD”) mask, **CLEC also must provide Spectrum Class information for the technology. Where **CLEC relies on a calculation-based approach to support deployment of a particular technology, **CLEC must provide CenturyTel with information on the speed and power at which the signal will be transmitted. CenturyTel will use PSD information provided by **CLEC for the sole purpose

of maintaining an inventory of Advanced Services present in the cable sheath. If the technology does not fit within a national standard PSD mask, **CLEC shall provide CenturyTel with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10.1 below.

- 4.4 In the event that CenturyTel rejects a request by **CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to, denial due to fiber, DLC, or DAML facility issues, CenturyTel will disclose to **CLEC information with respect to the **CLEC's proposed provision of Advanced Services, together with the specific reason for the rejection.
- 4.5 If CenturyTel or another carrier claims that a service is significantly degrading the performance of other Advanced Services or traditional voice band services, the Parties shall follow the procedures set forth in 47 C.F.R. § 51.233.
- 4.6 **CLEC shall not employ internal technical standards, through technical publications or otherwise, for its own retail xDSL, if any, that would adversely affect other xDSL services provided over CenturyTel's network or xDSL providers connected to CenturyTel's network.

5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

- 5.1 General: CenturyTel will provide **CLEC with pre-ordering and loop make-up information for xDSL Loops and Subloops consistent with the manner in which it provides such information to any other CLEC, Affiliate and/or itself.
- 5.2 Ordering. CenturyTel will provide pre-ordering and ordering services to **CLEC for xDSL-capable loops and subloops consistent with the CenturyTel Service Guide.
- 5.3 Loop Qualification. Until such time as access to Loop Makeup Information (as defined in Section 5.4 below) is available via an electronic interface, CenturyTel will provide **CLEC actual Loop Makeup Information through a manual process. Upon **CLEC's request for such information directly to CenturyTel's engineering department, CenturyTel will provide Loop Makeup Information specific to **CLEC's request within three (3) Business Days of the request. The appropriate contact information for CenturyTel's engineering department to which **CLEC will direct its requests for Loop Makeup Information is set forth in the CenturyTel Service Guide.
- 5.4 "Loop Makeup Information" may include the following: (a) the Actual Loop Length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters;

(e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. Upon **CLEC's reasonable and specific request, CenturyTel will provide **CLEC will other Loop Makeup Information to the extent such information is available.

- 5.5 Where CenturyTel has not compiled Loop Makeup Information for itself, CenturyTel is not required to conduct a plant inventory and construct a database on behalf of **CLEC. If CenturyTel has manual access to this sort of information, CenturyTel will provide such information to **CLEC using the same process as it would use to provide the information to itself or any Affiliate.

6.0 PROVISIONING/REQUESTING CONDITIONING AS PART OF **CLEC'S ORDER

- 6.1 When **CLEC orders an xDSL Loop, CenturyTel shall charge **CLEC a non-recurring charge for each xDSL-Capable Loop ordered, whether or not conditioning of the loop is requested. **CLEC shall designate, at **CLEC's sole option, what loop conditioning (*i.e.*, the removal of excessive or all bridged tap, load coils, and/or repeaters) CenturyTel is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.
- 6.2 With respect to **CLEC's request for loop conditioning on a loop or subloop under this Appendix, the following will apply:
- 6.2.1 For loops that are less than a distance of 17,500 feet in Actual Loop Length between the CenturyTel Central Office and the End User Customer's premises, CenturyTel shall (a) condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap and load coils at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL-Capable Loops and (b) remove repeaters at the per occurrence rate set forth in the Pricing Schedule.
- 6.2.2 If **CLEC requests conditioning to remove excessive bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 17,500 feet or greater, CenturyTel shall condition the loop as requested to produce a clean loop at the rates set out in the Pricing Schedule.
- 6.3 The provisioning and installation interval for xDSL-Capable Loops, where no conditioning is requested, shall be the same as the standard provisioning intervals for loops as set forth in the CenturyTel Service Guide. Upon completion of the subloop access arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the standard provisioning intervals for loops set forth in the CenturyTel Service Guide.

- 6.4 The provisioning and installation intervals for xDSL-Capable Loops where conditioning is requested shall be as set forth in the CenturyTel Service Guide.
- 6.5 Subsequent to **CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop. The pricing for such additional conditioning shall be governed by the terms documented in Sections 6.2 and 6.3 above. When requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Subloop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals.
- 6.6 **CLEC, at its sole option, may request shielded cross-connects for Central Office wiring. The Parties shall mutually agree to the time frame for provisioning shielded cross-connects. However, such provisioning interval shall not exceed ten (10) Business Days, unless otherwise agreed by the Parties.
- 6.7 In the event **CLEC requests removal of non-excessive bridged tap as defined in this Article, CenturyTel shall charge **CLEC Time and Material Charges for such removal.
- 6.8 To the extent technically feasible, CenturyTel will test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and will not restrict its testing to voice transmission only. CenturyTel shall close **CLEC's order after such testing.

7.0 OPTIONAL ACCEPTANCE TESTING

- 7.1 Should **CLEC desire Acceptance Testing, **CLEC shall request such testing on a per xDSL Loop or xDSL Subloop basis. CenturyTel shall charge **CLEC Time and Material Charges for such Acceptance Testing.
- 7.2 Acceptance Testing Procedure:
 - 7.2.1 Upon delivery of a loop or subloop to **CLEC, CenturyTel's field technician will call the CenturyTel Local Operations Center (LOC) or equivalent organization, and the LOC technician will call a toll free number provided by **CLEC to initiate performance of a series of Acceptance Tests.
 - 7.2.1.1 Except for IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

- 7.2.1.2 For IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will not perform a short or open circuit.
- 7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Article for xDSL Loops, **CLEC will provide CenturyTel with a confirmation number.
- 7.2.3 If the Acceptance Test fails loop Continuity test parameters, as defined by this Article for xDSL Loops, the CenturyTel technician will take reasonable steps to immediately resolve the problem with **CLEC on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the CenturyTel technician will release the **CLEC technician and perform the work necessary to correct the situation.
- 7.2.4 Until such time as **CLEC and CenturyTel agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, **CLEC will accept IDSL Loops or Subloops provided through repeaters or digital loop carrier without testing the complete circuit.
- 7.2.5 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require CenturyTel to expend additional time and expense.
- 7.3 Acceptance Testing Billing. **CLEC shall pay maintenance of service charges, on a time and material basis (*i.e.*, Time and Material Charges), for the CenturyTel technician time involved at the rates set forth in Article XI (Pricing). If requested by **CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time.

8.0 COOPERATIVE TESTING

- 8.1 The charges for Cooperative Testing shall be the same as provided for in Section 7.3 above. If requested by **CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime and premium time charges referenced above.

- 8.2 Should **CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL-Capable Loop or Subloop upon issuance of the trouble ticket.
- 8.3 If the trouble ticket was opened without a request for Cooperative Testing, and **CLEC should determine that Cooperative Testing is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.
- 8.4 Cooperative Testing Procedure.
- 8.4.1 The CenturyTel field technician or other CenturyTel personnel will contact **CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including Proof of Continuity and pair balance.
- 8.4.2 If the loop or subloop passes the Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the technician will close out the trouble report, and the LOC will bill and **CLEC shall pay for the Cooperative Test as provided for in Section 7.3 above.
- 8.4.3 If the Cooperative testing fails Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with **CLEC on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the **CLEC representative and perform the work reasonably necessary to bring the loop or subloop to standard Continuity parameters as defined by this Article for xDSL-Capable Loops or Subloops. When the aforementioned test parameters are met, the LOC will contact **CLEC for another Cooperative Test.
- 8.4.4 Both Parties will work together to implement Cooperative Testing procedures that are efficient and effective.

9.0 SERVICE QUALITY AND MAINTENANCE

- 9.1 Maintenance, other than assuring loop Continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 17,500 feet in Actual Loop Length will only be provided on a time and material basis subject to Time and Material Charges as provided for in Section 7.3 above. On loops or subloops where **CLEC has requested that no conditioning be performed, CenturyTel's maintenance will be limited to verifying loop suitability based on POTS design.

For loops having had partial or extensive conditioning performed at **CLEC's request, CenturyTel will verify Continuity, the completion of all requested conditioning, and will repair at no charge to **CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

- 9.2 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop, and transferring to a new loop or subloop is a solution identified by CenturyTel to resolve the trouble ticket, CenturyTel, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from **CLEC on a loop or subloop currently in service, and CenturyTel determines that an LST can be performed, the appropriate CenturyTel Local Operations Center ("LOC") or functionally equivalent organization will contact **CLEC to inform it that an LST will be performed in lieu of **CLEC's requested conditioning. In such cases where CenturyTel elects to perform an LST to resolve the identified trouble, CenturyTel shall perform the LST at no charge for loops less than 17,500 feet in Actual Loop Length (with the exception of repeaters if such exist); and on loops greater than 17,500 feet in Actual Loop Length, CenturyTel shall charge **CLEC as if it performed the requested conditioning. **CLEC shall not be obligated to pay any maintenance or trip charges for CenturyTel's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be a CenturyTel network-related problem, **CLEC will not be charged the possible conditioning charges described above or for CenturyTel's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-CenturyTel network-related problem, then a Maintenance of Service and/or Time and Materials Charge set forth in this Agreement will apply. If an LST is performed, CenturyTel shall work with reasonable diligence to minimize End User Customer service outage.

10.0 SPECTRUM MANAGEMENT

- 10.1 The Parties shall comply with the FCC's spectrum management rules, 47 C.F.R. §§ 51.231-233, as such rules may be modified from time to time. **CLEC will advise CenturyTel of the Power Spectral Density ("PSD") mask approved or proposed by the Network Interface, Power, and Protection Committee (NIPP) of the Alliance for Telecommunications Industry Solutions (ATIS) (f/k/a T1.E1) that reflects the service performance parameters of the technology to be used. At the time of ordering an xDSL Loop or Subloop, **CLEC will notify CenturyTel as to the type of PSD mask **CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, **CLEC will notify CenturyTel as set forth in Section 4.3 above. **CLEC will abide by standards pertinent for the designated PSD mask type.

- 10.2 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, CenturyTel and **CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.3 CenturyTel will manage the spectrum in a competitively neutral manner consistent with Applicable Law and all relevant industry standards regardless of whether the service is provided by **CLEC or by CenturyTel, as well as competitively neutral as between different xDSL services.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if CenturyTel and/or **CLEC is providing xDSL technologies deployed or other Advanced Services for which there is no standard, then CenturyTel and/or **CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 PRICING

The rates for xDSL Loops, xDSL Subloops, Loop conditioning, and cross-connects are set forth in Article XI (Pricing) to the Agreement. These rates are interim. Either Party may request that the Commission set permanent rates during the course of this Agreement.

ARTICLE VIII: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyTel will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to **CLEC shall be equal in quality to that which CenturyTel provides to itself, any subsidiary, Affiliate or third party. To the extent CenturyTel provides maintenance and/or repair services to **CLEC's End User Customers, such services shall be equal in quality to that which CenturyTel provides to its own End User Customers. CenturyTel agrees to respond to **CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyTel shall be required to provide maintenance and/or repair to **CLEC and/or **CLEC's End User Customers only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from **CLEC's End User Customers. **CLEC shall initiate any and all maintenance and/or repair calls to CenturyTel on behalf of **CLEC's End User Customers.
- 2.2 CenturyTel will provide a single point of contact (SPOC) for all of **CLEC's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyTel Service Guide.
- 2.3 On a reciprocal basis, **CLEC will provide CenturyTel with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 **CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyTel Service Guide. Before contacting CenturyTel's Trouble Maintenance Center (CTMC), **CLEC must first conduct trouble isolation to ensure that the trouble does not originate from **CLEC's own equipment or network or the equipment of **CLEC's customer.
- 2.5 If (a) **CLEC reports to CenturyTel a customer trouble, (b) **CLEC requests a dispatch, (c) CenturyTel dispatches a technician, and (d) such trouble was not caused by CenturyTel's facilities or equipment in whole or in part, then **CLEC shall pay CenturyTel a charge set forth in Article XI (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by **CLEC is not available at the appointed time. **CLEC accepts responsibility for initial trouble isolation and providing CenturyTel with

appropriate dispatch information based on its test results. If, as the result of **CLEC instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a charge set forth in Article XI (Pricing) will be assessed per occurrence to **CLEC by CenturyTel. If as the result of **CLEC's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a charge set forth in Article XI (Pricing) will be assessed per occurrence to **CLEC by CenturyTel.

- 2.6 For purposes of this Article, services, facilities and equipment provided to **CLEC through resold service or as Unbundled Network Elements will be considered restored, or a trouble resolved, when the quality of the resold service or Unbundled Network Elements is equal to that provided before the outage or the trouble occurred.

3.0 ESCALATION PROCEDURES

- 3.1 CenturyTel will provide **CLEC with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyTel management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyTel Service Guide.
- 3.2 On a reciprocal basis, **CLEC will provide CenturyTel with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

- 4.1 **CLEC may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact **CLEC End User Customers.
- 4.1.1 CenturyTel will establish an SPOC to provide **CLEC with information relating to the status of restoration efforts and problem resolution during any restoration process.
- 4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for **CLEC carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible

on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.0 PREMISES VISIT PROCEDURES

- 6.1 CenturyTel Maintenance of Service Charges, when applicable, will be billed by CenturyTel to **CLEC, and not to **CLEC's End User Customers.
- 6.2 Dispatching of CenturyTel's technicians to **CLEC's End User Customers' premises shall be accomplished by CenturyTel pursuant to a request received from **CLEC.
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyTel technicians provide to **CLEC's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyTel. CenturyTel will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to **CLEC's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call **CLEC for rescheduling of the repair.

7.0 TESTING

- 7.1 All troubles affecting CenturyTel's Unbundled Network Elements leased by **CLEC that are determined not to be End User Customer-related or in **CLEC's provided network facilities will be reported by **CLEC to CenturyTel. Upon receipt of a trouble report on such Network Elements, CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or

sectionalized in network facilities provided by **CLEC, then CenturyTel will refer the trouble ticket back to **CLEC for handling.

8.0 PRICING

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article XI (Pricing), and such rates and charges shall apply.

ARTICLE IX: ADDITIONAL SERVICES

1.0 NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Local Number Portability and obtain End User Customer authorization in accordance with the Act, and applicable FCC rules, regulations and orders
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyTel Service Guide and comply with applicable FCC rules, regulations and orders.

1.2.2.1 The LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) days.

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.

1.2.2.3 For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers (in excess of 50 per day) or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

1.2.3 Local Number Portability (LNP) orders may not be expedited.

1.2.4 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a Sprint in a LATA, CenturyTel will route traffic destined for Sprint's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

1.2.6 When CenturyTel receives an unqueried call from Sprint to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.

1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or Sprint.

1.2.8 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer, the

ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

- 1.2.9 Each Party shall become responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.

1.3 Cut-Over Process for Number Porting Orders

1.3.1 TDT Cut-Overs.

1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.

1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyTel Service Guide.

1.3.2.2 Pricing for Number Portability Coordinated Hot Cuts (CHCs).

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Article XI (Pricing).

1.3.2.2.2 For calculating "time" and/or "additional time" labor

charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2.0 ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyTel and **CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or **CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

2.2 Pole Attachment & Conduit Occupancy Agreements

**CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel's facilities or uses CenturyTel's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

3.0 TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES

Where CenturyTel is the 911/E911 service provider in a particular Rate Center in which **CLEC is authorized to provide Telephone Exchange Service, **CLEC may connect to the CenturyTel 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to its End User Customers and for access to all subtending Public Safety Answering Points (PSAPs). CenturyTel's provision of such 911/E911 services to **CLEC shall be governed by the rates, terms and conditions set forth in CenturyTel's applicable Tariff.

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

Directory listings and directory distribution services for **CLEC's End User Customers will be provided by CenturyTel to **CLEC pursuant to the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. If no applicable Tariff is available, CenturyTel shall provide such directory listings and directory distribution services pursuant to separate Directory Service Agreement (DSA) terms

between CenturyTel and **CLEC which will be attached to this Agreement as an Amendment.

5.0 CENTURYTEL'S PROVISION OF COLLOCATION

- 5.1 CenturyTel will provide Collocation to **CLEC for the purpose of facilitating **CLEC's interconnection with CenturyTel's facilities or services or access to CenturyTel's Unbundled Network Elements (UNEs) on a nondiscriminatory basis; provided, however, that notwithstanding any other provision of this Agreement, CenturyTel shall be obligated to provide Collocation to **CLEC only to the extent required by Applicable Law, and CenturyTel may decline to provide Collocation to **CLEC to the extent that provision of Collocation is not required by Applicable Law.
- 5.2 Subject to the foregoing, CenturyTel shall provide Collocation to **CLEC pursuant to this Agreement and the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. If no applicable Tariff is available, CenturyTel shall provide Collocation to **CLEC pursuant to a separately provided Collocation agreement.
- 5.3 To the extent **CLEC requests a Collocation arrangement that is not provided for in CenturyTel's applicable Tariff, and CenturyTel is required to offer such Collocation arrangement to **CLEC pursuant to Applicable Law, **CLEC shall use CenturyTel's standard Collocation application process to submit a written request to CenturyTel for such Collocation arrangement, and CenturyTel shall respond to **CLEC with a price quote for the requested arrangement.

ARTICLE X: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

1.0 INTENTION OF THE PARTIES

- 1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and **CLEC with regard to access to, use of services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement and/or the CenturyTel Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that **CLEC can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.

2.0 DEFINITIONS

- 2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of **CLEC Usage Information to **CLEC pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel's provision of **CLEC Billing Information to **CLEC pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyTel OSS Information," as defined in Section 2.4 below.
- 2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to **CLEC.
- 2.4 CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a **CLEC customer accessed by, or disclosed or provided to, **CLEC through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any **CLEC Usage Information (as defined in Section 2.8 below); and (c) any **CLEC Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, **CLEC.
- 2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to **CLEC prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to **CLEC. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

- 2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.
- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 **CLEC Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by **CLEC under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.
- 2.9 **CLEC Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by **CLEC under this Agreement (as well as Meet-Point Billing Data), purchased by **CLEC under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

3.0 SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyTel to **CLEC for resale or use in the provision of Telecommunications Services.

4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

If CenturyTel makes enhancements to the existing CenturyTel OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, **CLEC will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

5.0 NOTICES

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

6.0 CENTURYTEL OSS SERVICES

- 6.1 Upon request by **CLEC, CenturyTel shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-

OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be required to provide **CLEC access to CenturyTel OSS Services if such are not available and CenturyTel provides **CLEC access to applicable CenturyTel Pre-OSS Services.

- 6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of **CLEC.
- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. The standard service order charges set forth pursuant to this agreement shall apply to all orders placed via OSS or pre-OSS services.

7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyTel OSS Facilities may be accessed and used by **CLEC only for **CLEC's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyTel OSS Facilities may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC End User Customers in the State.
- 7.3 **CLEC shall restrict access to and use of CenturyTel OSS Facilities to **CLEC. **CLEC shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.
- 7.4 **CLEC shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for **CLEC's use under this Section 7.0.
- 7.5 **CLEC shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).

- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by **CLEC only in connection with **CLEC's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by **CLEC as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by **CLEC to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.
- 7.7 **CLEC's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for **CLEC's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.
- 7.8 CenturyTel will provide **CLEC with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide **CLEC with service at the same level provided to CenturyTel's own retail operations.

8.0 CENTURYTEL OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, **CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for **CLEC's internal use for the provision of Telecommunications Services to **CLEC End User Customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, **CLEC shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.
- 8.2.1 **CLEC shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 **CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.

- 8.2.3 **CLEC's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.
- 8.2.4 **CLEC's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyTel OSS Information received by **CLEC shall be destroyed or returned by **CLEC to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), **CLEC's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.
 - 8.3.1 CenturyTel shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, CenturyTel OSS Information.
 - 8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to monitor **CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to **CLEC through CenturyTel OSS Facilities.
 - 8.3.4 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of **CLEC pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to use and disclose information obtained by CenturyTel pursuant to this Article to enforce CenturyTel's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

- 8.4.1 **CLEC will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless **CLEC has obtained an authorization for release of CPNI from the customer. **CLEC will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law. The template for a valid Blanket Letter of Authorization can be found in the CenturyTel Service Guide.
- 8.4.2 **CLEC must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.
- 8.4.3 **CLEC is solely responsible for determining whether proper authorization has been obtained. **CLEC shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless pursuant to Article III, Section 30 from any Claim arising out of or relating to **CLEC's failure to obtain proper CPNI consent from a customer.
- 8.4.4 **CLEC understand that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for **CLEC to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement.

8.5 Data Validation Files.

- 8.5.1 Upon request, CenturyTel will provide **CLEC with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:
 - 8.5.1.1 SAG (Street Address Guide)
 - 8.5.1.2 Feature/Service Availability by Switch
 - 8.5.1.3 Directory Names
 - 8.5.1.4 Class of Service Codes
 - 8.5.1.5 Community Names
 - 8.5.1.6 Yellow Page Headings
 - 8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)
- 8.5.2 **CLEC may obtain a Data Validation File not more than once per quarter.

- 8.6 Subject to Article III, Section 27, CenturyTel will provide **CLEC with online access to documentation and user manuals that set forth the methods and procedures **CLEC must use in order to utilize the CenturyTel Pre-OSS Services or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. **CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9.0 **CLEC USAGE INFORMATION

- 9.1 **CLEC Usage Information will be available to **CLEC through the following:
- 9.1.1 Daily Usage File through FTP or Connect:Direct.
 - 9.1.2 **CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.
- 9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, **CLEC Usage Information will be provided to **CLEC shall be determined by CenturyTel.

10.0 **CLEC BILLING INFORMATION

- 10.1 **CLEC Billing Information will be available to **CLEC through the following means:
- 10.1.1 Monthly Web GUI Online through MyAccount;
 - 10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP;
or
 - 10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.
- 10.2 To the extent that **CLEC Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

- 11.1 If **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law,

CenturyTel shall have the right, upon notice to **CLEC, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.

- 11.2 **CLEC agrees that CenturyTel would be irreparably injured by a breach of this Article by **CLEC or the employees, agents or contractors of **CLEC, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 11.3 Any breach of any provision of this Article by any employee, agent, or contractor of **CLEC shall be deemed a breach by **CLEC.

12.0 RELATION TO APPLICABLE LAW

The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyTel of any right with regard to protection of the confidentiality of the information of CenturyTel or CenturyTel customers provided by Applicable Law.

13.0 COOPERATION

**CLEC, at **CLEC's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 **CLEC shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.
- 13.2 **CLEC shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.
- 13.3 Upon CenturyTel's request, **CLEC shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO **CLEC CUSTOMERS

- 14.1 CenturyTel shall have the right to access, use and disclose information related to **CLEC End User Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or

disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the **CLEC customer in the manner required by Applicable Law.

- 14.2 Upon request by CenturyTel, **CLEC shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to **CLEC End User Customers (as authorized by the applicable **CLEC customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of **CLEC.
- 15.1.1 **CLEC shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time **CLEC desires to place a request for a CSR or an LSR, **CLEC may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 **CLEC shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.
- 15.1.3 **CLEC shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 This Section 15.2 shall apply except where Article III, Section 27, applies. CenturyTel is entitled to recover the costs of providing access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means. CenturyTel shall recover its costs of creating, implementing, or maintaining access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities or other means from **CLEC and other users of such services or facilities in a competitively neutral manner. CenturyTel's prices for CenturyTel Pre-OSS Services or other access to CenturyTel Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, CenturyTel OSS Facilities, or other means shall be as determined by the Commission upon CenturyTel's submission in accordance with Applicable Law.

- 15.3 Any obligation imposed on **CLEC hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.
- 15.4 **CLEC acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

CenturyTel may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)

ARTICLE XI: PRICING

I. GENERAL PRICING

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

<u>“Service Order Charge” all for all LSRs</u> (including Number Portability and NID LSRs)	\$ 18.10 (or “Local Tariff Initial Service Order Charge for Business Customers”
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Custom Handling

Service Order Expedite:	\$150.00
Coordinated Hot Cut	\$
Time and Materials	\$
NID Outside Facility Connection	\$ 43.69

Application of NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that **CLEC orders any service.

“Customer Record Search” applies when **CLEC requests a summary of the services currently subscribed to by the End User Customer.

“Service Order Charge” all for all LSRs_(including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyTel will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if **CLEC requests service prior to the standard due date intervals.

“Coordinated Hot Cut” applies when the LSR (Local Service Request) requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyTel and **CLEC to perform the completion of a local service request order.

“Time and Materials” charges apply for non-standard or individual-case-basis work requested by **CLEC.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

II. ADDITIONAL PRICING FOR RESALE

The wholesale discount applicable to Local Service Resale shall be insert ACD %.

Non-Recurring Charges (NRCs) for Resale Services

NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this Appendix, will be charged from the appropriate retail tariff.

III. ADDITIONAL PRICING FOR UNE PRICING

[INSERT ORGANIZED/CATEGORIZED MATRICES OF ALL RATES]

IV. INTERCONNECTION PRICING

Interconnection pricing will be applied as defined and pursuant to the terms in Article V.

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also
Information Access / ISP-Bound Traffic
(If invoked pursuant to Article V, Section 4.4.2)

\$.

Local Traffic that is also Information Access / ISP-

Bound Traffic	\$0.00
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B. Tandem Switching and Transiting

Tandem Switching	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

C. Transiting Charge:

Tandem Switching:	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

D. Initial Factors:

Initial CenturyTel Originated Local Traffic Factor 50%

SIGNATURE PAGE

[Insert FULL CLEC Name]

[Insert CTOC FULL Name]

Signature: _____
[name of CLEC signatory]
[signatory's title]

Signature: _____
[name of CTL signatory]
[signatory's title]

Date: _____

Date: _____